

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,
acting through the United
States Department of
Agriculture

Plaintiff

v.

LUZ ESTHER LOPEZ PEREZ a/k/a LUZ
ESTHER LOPEZ a/k/a LUZ E. LOPEZ
a/k/a LUZ LOPEZ, as joint debtor
and as known member of the
Estate of ROBERTO ANTONIO SOTO
PLAZA a/k/a ROBERTO SOTO PLAZA;
IDELFONZO SOTO LOPEZ a/k/a
IDELFONSO SOTO LOPEZ, LUZ
ONORIA SOTO LOPEZ, ROBERTO SOTO
LOPEZ, MARISOL SOTO LOPEZ,
MIGUEL ANGEL SOTO LOPEZ, MARIA
ANTONIA SOTO LOPEZ, as known
members of the Estate above-
mentioned; JOHN DOE and RICHARD
ROE as unknown members of the
Estate above-mentioned

Defendants

CIVIL NO.

Foreclosure of Mortgage

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United
States Department of Agriculture- through the undersigned
attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28

U.S.C. Section 1345.

2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (2) promissory notes that affect the two (2) properties described further below.
3. The first promissory note was subscribed for the amount of \$27,500.00, with annual interest of 5%, on September 3, 1980. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 165. *See Exhibit 2.*
5. The note for \$27,500.00 was modified on several occasions. Last modification occurred on April 30, 1991, to the amount of \$36,418.82, under the terms and conditions stipulated and agreed therein, through Deed No. 44. *See Exhibit 3.*
6. Plaintiff is also the owner and holder of a promissory note for the amount of \$1,679.56, with annual interest of 5%, subscribed on April 30, 1991. *See Exhibit 4.*
7. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in

favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 43. See Exhibit 5.

8. According to the Property Registry, ROBERTO SOTO PLAZA and LUZ ESTHER LOPEZ are the owners of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

- a. RÚSTICA: Predio de terreno de ocho cuerdas más o menos, en el barrio Portillo de Adjuntas, Puerto Rico, equivalentes a tres hectáreas, cuatro áreas y cuarenta y tres centiáreas, en límites por el NORTE, con Juan Tomás Rivera, María del Carmen Ortiz; por el ESTE, con Cándido Medina; por el SUR, con el camino real que conduce a Lares; y por el OESTE, con José Dolores Vélez Pérez y Juan Tomás Rivera.

Property 1,400, recorded at page 175 of volume 29 of Adjuntas, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 6.

- b. RÚSTICA: Con cabida de once cuerdas, radicado en el Barrio Portillo de Adjuntas, Puerto Rico, equivalentes a cuatro hectáreas, cuarenta y ocho áreas, setenta y siete centiáreas; en lindes por el NORTE, SUR y ESTE, con Don Juan Pedro Vélez; y por el OESTE, con Juan Bautista Pérez. Estando encerrado dentro de los siguientes puntos: empezando el saliente en un estación de higuerillo con Juan Pedro Vélez, de aquí rumbo al poniente, a otro estación de higuerillo con don Juan Pedro Vélez; de este rumbo al Sur a otro estación de higuerillo punto con Juan Bautista Pérez, de aquí al saliente a otro estación de higuerillo, con Juan Pedro Vélez y de aquí al Norte, con el punto donde se empezó.

Property 1,556, recorded at page 44 of volume 33 of Adjuntas, Property Registry of Utuado, Puerto Rico.

See Title Search attached as Exhibit 7.

9. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See *Exhibits 6 and 7*.
10. ROBERTO ANTONIO SOTO PLAZA a/k/a ROBERTO SOTO PLAZA passed away on November 10, 2001. *Exhibit 8*.
11. By information and belief, the known members of the Estate of ROBERTO ANTONIO SOTO PLAZA are the following individuals:
 - (a) LUZ ESTHER LOPEZ PEREZ a/k/a LUZ ESTHER LOPEZ a/k/a LUZ E. LOPEZ a/k/a LUZ LOPEZ;
 - (b) IDELFONZO SOTO LOPEZ a/k/a IDELFONSO SOTO LOPEZ;
 - (c) LUZ ONORIA SOTO LOPEZ;
 - (d) ROBERTO SOTO LOPEZ;
 - (e) MARISOL SOTO LOPEZ;
 - (f) MIGUEL ANGEL SOTO LOPEZ, and;
 - (g) MARIA ANTONIA SOTO LOPEZ.
12. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.
13. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong. If no answer is received within said period, their participation shall be deemed as accepted.

14. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
15. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 9*, the following amounts, as to November 18, 2019:
 - a) On the \$27,500.00 Note, as modified:
 - 1) The sum of \$35,895.22, of principal;
 - 2) The sum of \$46,681.25, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$4.9172;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$1,679.56 Note:

- 1) The sum of \$12.41, of principal;
- 2) The sum of \$12.10, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$.0017;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

16. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the properties described in this complaint.
17. Codefendant LUZ ESTHER LOPEZ PEREZ is not currently active in the military service for the United States. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the remainig codefendants since we could not found their social security numbers. *See Exhibit 10.*

VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director of LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28,

United States Code, declare and certify:

1) My name and personal circumstances are stated above;

2) I subscribed this complaint as the legal and authorized representative of the plaintiff;

3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;

4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;

5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 21 day of December, 2020.


JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess

be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on December 28 , 2020.

/s/ Juan Carlos Fortuño Fas
JUAN CARLOS FORTUÑO FAS
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.
P.O. BOX 3908
GUAYNABO, PR 00970
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FAX. 787-751-6155
Email: dcfilings@fortuno-law.com

CERTIFIED TRANSLATION

Form FmHA 1940-17(S)
(Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

Name: ROBERTO SOTO PLAZA		KIND OF LOAN Type: FARM OWNERSHIP LIMITED RESOURCES Pursuant to:
State: PUERTO RICO Case no.: 63-35-	Office: ADJUNTAS Date: SEPTEMBER 3, 1980	
		<input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
ACTION REQUIRING NOTE <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Consolidation <input type="checkbox"/> Rescheduling <input type="checkbox"/> Re-amortization <input type="checkbox"/> Credit sale <input checked="" type="checkbox"/> Deferred payments		

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its assignees, at its office in, ADJUNTAS, PUERTO RICO or at such other place as the Government may later designate in writing, the principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED WITH 00/100 DOLLARS (\$27,500.00), plus interest on the unpaid principal balance at the RATE of FIVE PERCENT (5.0000%) per annum. If this note is for a Limited Resource loan (indicated

in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not, more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 37 installments as indicated below, except as modified by a different rate of interest, on or before the followings dates

\$ <u>50.00</u>	on	<u>January 1, 1981</u>	\$	<u>on</u>	<u>January 1, 19</u>
\$ <u>100.00</u>		<u>January 1, 1982</u>	\$		<u>January 1, 19</u>
\$ <u>300.00</u>		<u>January 1, 1983</u>	\$		<u>January 1, 19</u>
\$ <u> </u>		<u>January 1, 19</u>	\$		<u>January 1, 19</u>
\$ <u> </u>		<u>January 1, 19</u>	\$		<u>January 1, 19</u>

And \$1,721.00 thereafter on January 1 of each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid shall, be due and payable 40 years from the date of this note, and except the prepayments may be made as provided below. The consideration for the note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the

end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to the principal and such new principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of schedule installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. 1861.2) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein. If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder.

While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an

installment due date basis, shall be the date of the United State Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitle accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan (FO).

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

Code & Loan No.	Note Value	Interest Rate		Date	Original Borrower	Last install due
	\$		%			
	\$		%			
	\$		%			
	\$		%			
	\$		%			
	\$		%			
	\$		%			

Security instruments taken in connection with the loans evidenced by these described notes and this consolidating, rescheduling or reamortizing does not affect other related obligations. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING AGREEMENT. If at any time it shall appear to the Government that Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the

Government or securing or otherwise relating to such a debt, and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is presented as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentation, protest, and notice are hereby waived.

(SEAL)
April 30, 1991

(Sgd.) Roberto Antonio Soto Plaza

(BORROWER)

(Sgd.) Luz E. López Pérez

(Co- BORROWER)

Box 552, Portillo Ward

Adjuntas, P.R. 00601

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 27,500.00		\$ 9-03-80		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL \$ 27,500.00					

The amount of this promissory note and the mortgage guaranteeing it, re-amortized as of August 21, 1985, came up with an outstanding balance of \$32,120.02 with interests at a rate of 5% per annum which shall earn interests at a rate of 5% per annum and which shall be paid in the following manner: A \$300.00 payment starting as of January 1, 1985; a payment of \$300.00 on January 1, 1987; a payment of \$500.00 on January 1, 1988; a payment of \$1,572.00 on January 1, 1989; a payment of \$1,572.00 on January 1, 1990; a payment of \$1,721.00 on January 1, 1991 and from then on a payment of \$2,023.00 on or before each subsequent January 1, except the final payment of the total of the debt herein shown which shall be made on or before August 21, 19...I mean, 2020 as it comes forth deed #129 for Re-amortization and Mortgage Loan and Modification of Mortgage before Notary Public Serafin Rosado Santiago, I SO ATTEST.

In Adjuntas, Puerto Rico, today August 21, 1985. (SIGNED, SEALED, FLOURISHED AND RUBRICATED).

(sgd.) Illegible
NOTARY PUBLIC

The amount of this promissory note and the mortgage guaranteeing it, has been extended and re-amortized as of April 30, 1991, came up with an outstanding balance of \$32,120.02 as principal, and \$3,775.20 as compounded interests which shall earn interests at a rate of 5% per annum and the amount of \$523.60 non-compounded interests, which shall not earn any interests, for a total of \$36,418.82 and having received a partial deferral of five years it shall be paid in the following manner: A \$1,867.00 payment on or before January 1, 1992; \$1867.00 on or before January 1, 1993; \$18.67.00 on or before January 1, 1994; \$1,867.00 on or before 1995; \$1,867.00 on or before January 1996; \$2,524.00 on or before January 1, 1997, and \$2,524.00 on or before each subsequent January 1, except that the final payment of the debt herein shown shall be made on or before September 3, 2020 as it comes forth deed #44 for Re-amortization and Mortgage Loan and Modification of Mortgage before Notary Public Serafin Rosado Santiago, I SO ATTEST.

In Adjuntas, Puerto Rico, today April 30 21, 1991. (SIGNED, SEALED, FLOURISHED AND RUBRICATED).

(sgd.) Illegible
NOTARY PUBLIC

ADDENDUM FOR DEFERRED INTERESTS:

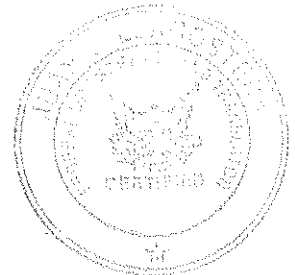
Addendum to the promissory note dated September 3, 1980 for the original amount of \$27,500.00 at 5% yearly interests. This agreement amends and is attached to the promissory note indicated above. The amount of \$87.00 of each regular payment in the promissory note shall be applied to the interest that would accrue during the deferral period. The remnant of the regular payment shall apply in accordance to the Sec. 7-CFR, sub-Part A of part 1951.

I (WE) agree to sign a supplementary payment agreement and to make additional payments if during the deferral period we have a substantial increase in income and payment ability.

April 30, 1991
Date

(sgd.) ROBERTO ANTONIO SOTO PLAZA
Borrower

(sgd.) Luz Esther López Pérez
Wife



[Handwritten signature]

Forma FmHA 1940-17 (S)
(Rev. 11-1-78).

DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

CLASE DE PRESTAMO

Tipo: ~~FARM OWNERSHIP~~ RECURSOS

De acuerdo a: LIMITADOS

☒ Consolidated Farm & Rural Development Act
☐ Emergency Agricultural Credit Adjustment Act of 1978

ACCION QUE REQUIERE PAGARE:

☒ Préstamo Inicial ☐ Nuevo Plan de Pago
☐ Préstamo Subsiguiente ☐ Reamortización
☐ Consolidación y préstamo ☐ Venta a Crédito
subsiguiente ☒ Pagos Diferidos
☐ Consolidación

Nombre ROBERTO SOTO PLAZA	
Estado PUERTO RICO	Oficina ADJUNTAS
Caso Núm. 63-35-	Fecha 3 de septiembre de 1980

POR VALOR RECIBIDO, el Prestatario(s) suscribiente y cualquier otro co-deudor mancomunada y solidariamente pagaremos a la orden de Estados Unidos de América, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos (denominado en adelante el "Gobierno") o su cesionario en su oficina en -----ADJUNTAS, PUERTO RICO-----

o en otro sitio designado por el Gobierno por escrito, la suma principal de -----VEINTISIETE MIL QUINIENTOS

CON -----00/100----- dólares (\$) 27,500.00 más intereses sobre el principal adeudado al -----CINCO----- POR CIENTO (5.0000 %) anual. Si este pagaré

es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo"), el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el por ciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en ---37--- plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente, en o antes de las siguientes fechas:

\$ <u>50.00</u>	en enero 1, 19 <u>81</u>	\$ <u> </u>	en enero 1, 19 ;
\$ <u>100.00</u>	en enero 1, 19 <u>82</u>	\$ <u> </u>	en enero 1, 19 ;
\$ <u>300.00</u>	en enero 1, 19 <u>83</u>	\$ <u> </u>	en enero 1, 19 ;
\$ <u> </u>	en enero 1, 19 ;	\$ <u> </u>	en enero 1, 19 ;
\$ <u> </u>	en enero 1, 19 ;	\$ <u> </u>	en enero 1, 19 ;

y \$ 1,721.00 , subsiguientemente en enero 1 de cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero en ---40--- años de la fecha de este pagaré y excepto que se podrán hacer pagos adelantados según se provee más abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha actual como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado o consolidado, o con un nuevo plan de pago, los intereses acumulados a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del por ciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19
\$	%	.19		.19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. **COMETIDO CUALQUIER INCUMPLIMIENTO**, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

Roberto Soto Plaza
Roberto Soto Plaza (Prestatario)

Luz E. López Pérez
Luz E. López (Prestatario)

Bo. Portillo, Buzón 552

Adjuntas, P. R. 00601

REGISTRO DE ADELANTOS					
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 27,500.00	9-03-80	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 27,500.00	

El importe de este pagaré y la hipoteca que lo garantiza reamortizado al veintiuno de agosto de mil novecientos ochenta y cinco dio un saldo montante a TREINTA Y DOS MIL CIENTO VEINTE DOLARES CON DOS CENTAVOS (\$32,120.02) con intereses a razón del cinco por ciento (5%) anual el cual devengará intereses a razón del cinco por ciento (5%) anual y el cual habrá de ser pagados en la siguiente forma: Un plazo de TRESCIENTOS DOLARES (\$300.00) comenzando en primero de enero de mil novecientos ochenta y seis; un plazo de TRESCIENTOS DOLARES (\$300.00) en enero primero de mil novecientos ochenta y siete; un plazo de QUINIENTOS DOLARES (\$500.00) en enero primero de mil novecientos ochenta y ocho; un plazo de MIL QUINIENTOS SETENTA Y DOS DOLARES (1,572.00) en primero de enero de mil novecientos ochenta y nueve; un plazo de MIL QUINIENTOS SETENTA Y DOS DOLARES (\$1,572.00) en enero de primero de mil novecientos noventa; un plazo de MIL SETECIENTOS VEINTIUN DOLARES (\$1,721.00) en enero primero de mil novecientos noventa y uno y de allí en adelante un plazo de DOS MIL VEINTITRES DOLARES (\$2,023.-0) antes de cada enero primero subsiguiente, excepto el pago final del total de la deuda aquí evidenciada que se hará en o antes del veintiuno de agosto de mil novecientos, digo, del año dos mil veinte según resulta de la escritura número ciento veintinueve de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ante el notario Serafín Rosado Santiago, DOY FE.

En Adjuntas, Puerto Rico, a veintiuno de agosto de mil novecientos ochenta y cinco. (FIRMADO, SELLADO, SIGNADO, y RUBRICADO).



Serafín Rosado Santiago
NOTARIO PÚBLICO

---El importe de este pagaré y la hipoteca que lo garantiza, ha sido amplado y reamortizado al treinta de abril de mil novecientos noventa y uno, dio un saldo deudor montante a TREINTA Y DOS MIL CIENTO VEINTE DOLARES CON DOS CENTAVOS (\$32,120.02) de principal, y TRES MIL SETECIENTOS SETENTA Y CINCO DOLARES CON VEINTE CENTAVOS (\$3,775.20) de intereses capitalizables, que devengarán intereses a razón de un cinco por ciento (5%) anual y la suma de QUINIENTOS VEINTITRES DOLARES CON SESENTA CENTAVOS (\$523.60) de intereses no capitalizables, los cuales devengarán intereses, para un total de TREINTA Y SEIS MIL CUATROCIENTOS DIECIOCHO DOLARES CON OCHENTA Y DOS CENTAVOS (\$36,418.82) y por habérsele dado un diferimiento parcial de cinco años habrá de ser pagada en la siguiente forma: MIL OCHOCIENTOS SESENTA Y DOLARES----- (\$1,867.00) en o antes del primero de enero de mil novecientos noventa y dos; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero de mil novecientos noventa y tres; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero de mil novecientos noventa y cuatro; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero de mil novecientos noventa y cinco; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero de mil novecientos noventa y seis; DOS MIL QUINIENTOS VEINTICUATRO DOLARES (\$2,524.00) en o antes del primero de enero de mil novecientos noventa y siete, y DOS MIL QUINIENTOS VEINTICUATRO DOLARES (\$2,524.00) el primero de enero subsiguiente excepto que el plazo final de la deuda aquí evidenciada se hará en o antes del tres de septiembre del dos mil veinte, según consta de la escritura número cuarenta y cuatro de Reamortización de Préstamo hipotecario y Modificación de la hipoteca ante el notario Serafín Rosado Santiago, DOY FE. En Adjuntas, Puerto Rico, a 30 de agosto de 1991. FIRMADO, SELLADO, SIGNADO Y RUBRICADO.


Serafín Rosado Santiago
NOTARIO PÚBLICO

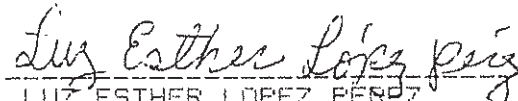
ADDENDUM POR INTERESES DIFERIDOS:

ADDENDUM AL PAGARE FECHADO 3 DE SEPTIEMBRE DE 1990 POR LA CANTIDAD ORIGINAL DE \$27,500.00 DE 5.0% DE INTERESES ANUAL. ESTE ACUERDO ENMIENDA Y SE ADHIERE AL PAGARE ARRIBA INDICADO. LA SUMA DE \$87.00 DE CADA PAGO REGULAR EN EL PAGARE SERA APLICADO AL INTERES QUE SE ACUMULE DURANTE EL PERIODO DE DIFERIMIENTO. EL REMANENTE DE PAGO REGULAR SERA APLICADO DE ACUERDO A LA SEC. 7-CFR, SUB PARTE A DE LA PARTE 1951.

YO (NOSOTROS) ACORDAMOS FIRMAR UN ACUERDO DE PAGO SUPLEMENTARIOS Y HACER PAGOS ADICIONALES SI DURANTE EL PERIODO DE DIFERIMIENTO TENEMOS UN AUMENTO SUBSTANCIAL EN INGRESOS Y HABILIDAD DE PAGO.

30 DE ABRIL DE 1991
FECHA


ROBERTO ANTONIO SOTO PLAZA
c/p Roberto A. Soto plaza
PRESTATARIO


LUZ ESTHER LOPEZ PEREZ
c/p LUZ E. LOPEZ
ESPOSA

CERTIFIED TRANSLATION

NUMBER ONE HUNDRED SIXTY FIVE

VOLUNTARY MORTGAGE

In **Adjuntas**, Puerto Rico, today **September 3, 1980**.

BEFORE ME

SERAFIN ROSADO SANTIAGO: Attorney and Notary Public for the Island of Puerto Rico, with residence in **Ponce**, Puerto Rico and office in **Adjuntas**, Puerto Rico.

APPEAR

The persons named in paragraph TWELFTH of this mortgage hereinafter called the "mortgagor" and whose personal circumstances appear from said paragraph.

I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their statements, which I believe to be true of their age, civil status, profession and residence.

They assure me that they are in full enjoyment of their civil rights, and the free administration of their property, and they have, in my judgment, the necessary legal capacity to grant and as such they freely and voluntarily

WITNESSETH:

FIRST: That the mortgagor is the owner of the farm or farms described in paragraph ELEVENTH of this mortgage, and of all rights and interest in the same hereinafter referred to as "the property".

SECOND: That the property mortgaged herein is subject to the liens specified in paragraph ELEVENTH herein.

THIRD: That the mortgagor has become obligated to the United States of America, acting through the Farmer Home Administration, hereinafter called the "mortgagee" in connection with a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) hereinafter called "the note" whether one or more. It is required by the Government that additional monthly payments of one-twelfth of the taxes, assessments, insurance premiums and other charges estimated against the property.

FOURTH: It is understood that:

(One) The note evidences a loan or loans to the mortgagor in the principal amount specified therein made with the purpose and intention that the mortgagee, at any time, may assign the note and insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One consolidating the Farmers Home Administration of Title Five of the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

(Two) When payment of the note is guaranteed by the mortgagee it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender.

(Three) When payment of the note is insured by the mortgagee, the mortgage will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest.

(Four) At all times when payment of the note is insured by the mortgagee, the mortgagee by agreement with the insured lender set forth in the insurance endorsement will be entitled to specified portion of the interest payments on the note, to be designated the "annual charge".

(Five) A condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against the mortgagor and any others in connection with said loan, as well as any benefit of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the mortgagee's request will assign the note to the mortgagee should the mortgagor violate any covenant or agreement contained herein, in the note, or any supplementary agreement.

(Six) It is the purpose and intent of this mortgage that, among other things, at all times when the note is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the note, this mortgage shall secure payment of the note; but when the note is held by an insured lender, this mortgage shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the mortgagee against loss under its insurance endorsement by reason of any default by the mortgagor.

FIFTH: That, in consideration of said loan and (a) at all times when the note is held by the mortgagee, or in the event the mortgagee should assign this mortgage without insurance of the payment of the note, in guarantee of the amount of the note as specified in subparagraph (one) of paragraph NINTH hereof, with interest at the rate stipulated, and to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all time when the note is held by an insured lender, in guarantee of the amounts specified in subparagraph Two of paragraph NINTH hereof for securing the performance of the mortgagor's agreement

herein to indemnify and save harmless the mortgagee against loss under its insurance endorsements by reason of any default by the mortgagor, and (c) in any event and at all times whatsoever, in guarantee of the additional amounts specified in subparagraph (Three) of paragraph NINTH hereof, and to secure the performance of every covenant and agreement of the mortgagor contained herein or in any supplementary agreement, the mortgagor hereby constitutes a voluntary mortgage in favor of the mortgagee on the property described in paragraph ELEVENTH hereof, together with all rights, interests easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, all water, water rights and shares in the same pertaining to the farms and all payments at any time owing to the mortgagor by virtue of any sale, lease, transfer conveyance or total or partial condemnation of or injury to any part thereof or interest therein, it being understood that this lien will continue in full force and effect until all amounts as specified in the paragraph NINTH hereof, with interest before and after maturity until paid, have been paid in full. In case of foreclosure, the property will be answerable for the payment of the principal, interest thereon before and after maturity until paid, losses sustained by the mortgagee as insurer of the note, taxes, insurance premiums, and other disbursements and advances by the mortgagee for the mortgagor's account with interest until repaid to the mortgagee, costs, expenses and attorney's fee of the mortgagee all extensions and renewals of any of said obligations, with interest on all and all other charges and additional amounts as specified in paragraph NINTH hereof.

SIXTH: That the mortgagor specifically agrees as follows:

(One) To pay promptly when due any indebtedness to the mortgage hereby secured and to indemnify and save harmless the mortgagee against any loss under its insurance of payment of the note by reason of any default by the mortgagor. At all times when the note is held by an insured lender, the mortgagor shall continue to make payments on the note to the mortgagee, as collection agent for the holder.

(Two) To pay to the Mortgagee any initial fees for inspection and appraisal and any delinquency charges, now or hereafter required by regulations of the Farmer's Home Administration.

(Three) At all times when the note is held by an insured lender, any amount due and unpaid under the terms of the note, less the amount of the annual charge, may be paid by the mortgagee to the holder of the note to the extent provided in the insurance endorsement referred to in paragraph FOURTH hereof for the account of the mortgagor. Any amount due and unpaid under the terms of the note, whether it is held by the mortgagee or by an insured lender, may be credited by the mortgagee on the note and thereupon shall constitute an advance by the mortgagee for the account of the mortgagor. Any advance by the mortgagee as described in this subparagraph shall bear interest at the rate of **five percent (5%)** per annum from the date on which the amount of the advance was due to the date of payment to the mortgagee.

(Four) Whether or not the note is insured by the mortgagee, any and all amount advanced by the mortgagee for property insurance premiums, repairs, liens and other claims, for the protection of the mortgaged property, or for taxes or assessments or

other similar charges by reason of the mortgagor's failure to pay the same, shall bear interest at the rate stated in the next preceding subparagraph from the date of the advance until repaid to the mortgagee.

(Five) All advances made by mortgagee as described in this mortgage, with interest shall be immediately due and payable by the mortgagor to mortgagee without demand at the place designated in the note and shall be guaranteed hereby. No such advance by mortgagee shall relieve the mortgagor from breach of his covenant to pay. Such advances, with interest shall be repaid from the first available collections received from mortgagor. Otherwise, any payments made by mortgagor may be applied on the note or any indebtedness to mortgagee secured hereby, in any other mortgagee determines.

(Six) To use the loan evidenced by the note solely for purposes authorized by mortgagee.

(Seven) To pay when due all taxes, special assessments, liens and charges encumbering the property or the right or interest of mortgagee under the terms of this mortgage.

(Eight) To procure and maintain insurance against fire and other hazards are required by mortgagee on all existing buildings and improvements on the property and on any buildings and improvements put there on the future. The insurance against fire and other hazards will be in the form and amount on terms and conditions approved by mortgagee.

(Nine) To keep the property in good condition and promptly make all necessary repairs for the conservation of the property; he will not commit nor permit to be committed any

deterioration of the property; he will not remove nor demolish any building or improvement on the property; nor will he cut or remove wood from the farm nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerals without the consent of mortgagee, and will promptly carry out the repairs on the property that the mortgagee may request from time to time. Mortgagor shall comply with such farm conservation practices and farm and home management plans as mortgagee from time to time may prescribe.

(Ten) If this mortgage is given for a loan to a farm owner as identified in the regulations of the Farmers Home Administration, mortgagor will personally operate the property with his own and his family labor as a farm and for no other purpose and will not lease the farm or any part of it unless mortgagee agrees in writing to any other method of operation or lease.

(Eleven) To submit in the form and manner mortgagee may require information as to his income and expenses and any other information in regard to the operation of the property, and to comply with all laws, ordinances, and regulations affecting the property or its use.

(Twelve) Mortgagee, its agent's and attorneys, shall have the right at all reasonable times to inspect and examine the property for the purpose of ascertaining whether or not the security given is being lessened or impaired, and if such inspection or examination shall disclose, in the judgment of mortgagee, that the security given is being lessened or impaired, such condition shall be deemed a breach by the mortgagor

of the covenants of this mortgage.

(Thirteen) If any other person interferes with or contests the right of possession of the mortgagor to the property, the mortgagor will immediately notify mortgagee of such action, and mortgagee at its option may institute the necessary proceedings in defense of its interest, and any costs or expenditures incurred by mortgagee by said proceedings will be charged to the mortgage debt and considered by this mortgage within the additional credit of the mortgage clause for advances, expenditures and other payments.

(Fourteen) If the mortgagor at any time while this mortgage remains in effect should abandon the property or voluntarily deliver it mortgagee, mortgagee is hereby authorized and empowered to take possession of the property, to rent and administer the same and collect the rents, benefits, and income from the same and apply them first to the costs of collection and administration and secondly to the payment of the debt evidenced by the note or any indebtedness to mortgagee hereby guaranteed, in whatever order and manner mortgagee may determine.

(Fifteen) At any time that mortgagee determinates that mortgagor may be able to obtain a loan from a credit association for production a Federal Bank or other responsible source, cooperative or private, at a rate of interest and reasonable periods of time and purposes, mortgagor, at mortgagee's request will apply for and accept said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Sixteen) Should default occur in the performance or discharge of any obligation secured by this mortgage, or should mortgagor, or any one of the persons herein called mortgagor, default in the payment of any amounts or violate or fail to comply with any clause, condition, stipulation, covenant, or agreement contained herein, or in any supplementary agreement, or die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, or should the property or any part thereof or interest therein be assigned, sold, leased, transferred, conveyed, or encumbered voluntarily or otherwise, without the written consent of mortgagee, mortgagee is irrevocably authorized and empowered, at its option, and without notice:

(One) to declare all amounts unpaid under the note, and any indebtedness to the mortgagee secured hereby, immediately due and payable and to foreclose this mortgage in accordance with law and the provisions hereof; (Two) to incur and pay reasonable expenses for the repair and maintenance of the property and any expenses and obligations that mortgagor did not pay as agreed in this mortgage, including taxes, assessments, insurance premium, and any other expenses or costs for protection and preservation of the property and this mortgage, or for compliance with any of provisions of this mortgage; and (Three) request the protection of the law.

(Seventeen) Mortgagor will pay, or reimburse mortgagee for all necessary expenses for the fulfillment of the covenants and agreements of this mortgage and of the note and of any supplementary agreement, including the costs of survey, evidence of title, court costs, recordation fee and attorney's fees.

(Eighteen) Without in any manner affecting the right of the mortgagee to require and enforce performance at a subsequent date of the same, similar or other covenant, agreement obligation herein set forth, and without affecting the liability of any person for payment of the note or any indebtedness secured hereby, and without affecting the lien created upon said property or the priority of said lien, the mortgagee is hereby authorized and empowered at any time (one) waive the performance of any covenant or obligation contained herein or in the note or any supplementary agreement; (two) deal in any way with mortgagor or grant to mortgagor any indulgence or forbearance or extension of the time for payment of the note (with the consent of the holder of the note when it is held by an insured lender) or for payment of any indebtedness to mortgagee hereby secured; or (three) execute and deliver partial releases of any part of said property from the lien hereby created or grant deferment or postponement of this mortgage to any other lien over said property.

(Nineteen) All right, title and interest in or to this mortgage, including but not limited to the power to grant consents, partial releases, subordination's, and satisfaction, shall be vested solely and exclusively in mortgagee, and no insured lender shall have any right, title or interest in or to the lien or any benefits herein contained.

(Twenty) Default hereunder shall constitute default under any other real estate or crop or chattel mortgage held or insured by mortgagee and executed or assumed by mortgagor, and default under any such other security instrument shall constitute default hereunder.

(Twenty-One) All notices to be given under this mortgage shall be sent by certified mail unless otherwise required by law, and shall be addressed until some other address is designated in a notice so given, in the case of mortgagee to Farmers Home Administration, United States Department of Agriculture, San Juan, Puerto Rico, and in the case of mortgagor to him at the post office address of his residence as stated hereinafter.

(Twenty-Two) Mortgagor by these presents grants to mortgagee the amount of any judgment obtained by reason of condemnation proceedings for public use of the property or any part thereof as well as the amount of any judgment for damages caused to the property. The mortgagee will apply the amount so received to the payment of costs incurred in its collection and the balance to the payment of the note and any indebtedness to the mortgagee secured by this mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEVENTH: That for the purpose of the first sale to be held in case of foreclosure of this mortgage, in conformity with the mortgage law, as, amended, mortgagor does hereby appraise the mortgaged property in the amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$27,500.00)**.

EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be considered in default without the necessity of any notification of default or demand for payment on the part of mortgagee. This mortgage is subject to the rules and regulations of the Farmers Home Administration now in effect, and to its future regulations not inconsistent with provisions of this mortgage, as well as to the laws of the Congress of

the United States of America authorizing the making and insuring of the loan herein before mentioned.

NINTH: The amounts guaranteed by this mortgage are as follows:

One. At all times when the note mentioned in paragraph THIRD of this mortgage is held by mortgagee, or in the event mortgagee should assign this mortgage without Insurance of the note, **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$27,500.00).**

The principal amount of said note, together with interest as stipulated therein at the rate of **thirteen and one quart** percent (**5%**) per annum;

Two. At all times when said note is held by an insured lender:

A. **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$27,500.00)** for indemnifying the mortgagee for advances to the insured lender by reason of mortgagor's failure to pay the installments as specified in the note, with interest as stated in paragraph SIXTH,

Three;

(B) **FORTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$41,250.00)** for indemnifying the mortgagee further against any loss it might sustain under its insurance of payment of the note;

Three. In any event and at all times whatsoever:

(A) **ELEVEN THOUSAND DOLLARS (\$11,000.00)** for default interests;

(B) **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)** for taxes, insurance and other advances for the preservation and protection of this mortgage, with interest at the rate stated in paragraph

SIXTH, Three;

(C) **TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00)** for cost, expenses and attorney's fees in case of foreclosure:

(D) **TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00)** for costs and expenditures incurred by the mortgagee in proceedings to defend its interests against any other person interfering with or contesting the right of possession of mortgagor to the property as provided in paragraph (SIXTH, Thirteen.

TENTH: That the note(s) referred to in paragraph THIRD of this mortgage is (are) described as follows:

"Promissory note executed in case number **63-35-** ated the **September 3, 1980**, in the amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS, (\$27,500.00)** of principal plus interest over the unpaid balance at the rate of **five (5%)** percent per annum, until the principal is totally paid according to the terms, installments, conditions and stipulation contained in the promissory not and as agreed between the borrower and the Government, except that the final installment of the entire debt herein evidenced, if not sooner paid will be due and payable **forty** years from the date of this promissory note. Said promissory note is given as evidence of a loan made by the Government to the borrower pursuant to the law of the Congress of the United States of America know as "Consolidated Farm and Rural Development Act of 1961 or pursuant to "Title V of the Housing Act of 1949, as amended, and is subject to present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provision thereof. Of which description I, the authorizing Notary, **SO ATTEST.**

ELEVENTH: That the property object of this deed and over which voluntary mortgage is constituted, is described as follows:

RURAL: With a surface of eleven cuerdas, located on the Portillo Ward of Adjuntas, Puerto Rico, equivalent to four hectares, forty-eight areas, seventy-five centiares; bound by the NORTH, SOUTH AND EAST, with Don Juan Pedro Vélez and by the WEST with Juan Bautista Pérez. Being enclosed within the following points: starting from a tree fence with Juan Pedro Vélez, here going to the east, to another tree fence with Juan Pedro Vélez; from here heading SOUTH up to another tree fence with Juan Bautista Pérez, from here to another tree fence with Juan Pérez Vélez and from here to the NORTH with the point where it all started.

Registered on page 187 of volume 207 of Adjuntas, lot #1,556, 16th registration.

RURAL: Lot of land of eight cuerdas, more or less, at Portillo Ward of Adjuntas, Puerto Rico, equivalent to three hectares, four areas and forty-three centiares, bound by the NORTH with Juan Tomás Rivera, María del Carmen Ortiz, by the EAST with Cándido Medina, by the SOUTH by a main road leading to Lares and by the WEST with José Dolores Vélez Pérez and Juan Tomás Rivera.

Registered on page 192 of volume 207 of Adjuntas, lot #1,400, 17th registration.

Borrower acquired the described property by purchase from **Don Aníbal Irizarry Rivera**, of legal age, single, attorney and resident of San Juan, Puerto Rico, as it appear to Deed Number **164** dated **September 3, 1980** granted in the city of **Adjuntas**, before Notary Public **Serafín Rosado Santiago**..

Said Property is **free of liens and encumbrances**.

TWELFTH: Appearing in the present deed as mortgagors **Don Roberto Soto Plaza and Doña Luz E. López,, of legal age, married, and residents of Adjuntas, Puerto Rico**, whose postal address is: **Box 552, Adjuntas, Puerto Rico, 00601.**

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used for agricultural purposes and the construction and/or repair or improvement of the physical installations on the described farm(s).

FOURTEENTH: The borrower will personally occupy and use any structure constructed, improved or purchased with the proceeds of the loan herein guaranteed and shall not lease or use for other purposes said structure unless the Government so consents in writing. Violation of this clause as well as violation of any other agreement or clause herein contained will cause the debt to become due as if the whole term had elapsed and the Government at its option may declare due and payable the loan and proceed to the foreclosure of the mortgage.

FIFTEENTH: This mortgage expressly extends to all construction or building existing on the farm(s) herein before described and all improvement, construction or building constructed on said farm(s) while the mortgage loan constituted in favor of the Government is in effect, made by the present owners or by their assignees or successors.

SIXTEENTH: The mortgagor by these presents hereby waives jointly and severally for himself and on behalf of his heirs, assignees, successors or representatives, in favor of mortgagee (Farmers Home Administration) any Homestead right (Homestead) that presently or in the future may be constructed; this waiver being permitted in favor of the

Farmers Home Administration by Law Number Thirteen (13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31 L.P.R.A. 1851).

SEVENTEENTH: Mortgagee and mortgagor agree that any stove, oven, water heater, purchased or financed completely or partially with funds of the loan herein guaranteed, will be considered and understood to form part of the property encumbered by this Mortgage.

EIGHTEENTH: The amount of the loan herein consigned shall be used to buy 11 and 8 cuerdas from Mr. Anibal Irizarry Rivera and improvements to the same.

NINETEENTH: The appearing parties also state that since this is an agricultural loan they have agreed not to distribute the liability among the encumbered lots and therefore, they shall all respond separately jointly for the debt, principal, interests, costs and other credits guaranteed herein; all this pursuant to Article 119 of the Mortgage Act, as the same has been amended by Act # 79 of June 25, 1979.

TWENTIETH: All improvement, construction or building constructed on said farm(s) during the term herein before referred to, must be made with the previous consent in writing of mortgagee in accordance with present regulations or future ones that may be promulgated pursuant to the federal and local laws not inconsistent or incompatible with the present laws which govern these types of loans.

TWENTIETH FIRST: Since this is a limited resources loan, as indicated on the Promissory Note, the Government may change the percentage of interests in accordance to the regulations of the Farmers' Home Administration.

TWENTIETH SECOND: Grantors accept this deed in the manner drafted since the same is in agreement to their instructions. I, the Notary Public, as to everything consigned herein, made the legal admonishments and well knowing them, they so grant and sign, also affixing their initials on the margin of each and every page.

Having read out loud in one action, because they waived the right I told them they had to do so themselves, I, the Notary Public, as to everything stated here, SO ATTEST.

[REAL ESTATE REGISTRY SEAL, UTUADO SECTION]
[OFFICIAL NOTARY PUBLIC SEAL]
[CANCELLED NOTARY TAX STAMP]

SIGNED BY: DON ROBERTO SOTO PLAZA and DOÑA LUZ E. LÓPEZ

INITIALS ON THE MARGIN:

(ILLEGIBLE RUBBER STAMP)

HANDWRITTEN:

THIS DOCUMENT REGISTERED WHERE IT IS INDICATED ON THE MARGIN OF THE DESCRIPTION OF EACH LOT. ENCUMBERED BY THE MORTGAGE CONSTITUTED HEREIN.

UTUADO, SEPTEMBER 5, 1980.

NO FEES

(sgd.) Illegible
Registrar

11/8/80 (sgd.) Illegible

[REAL ESTATE REGISTRY SEAL, UTUADO SECTION]



[Handwritten signature]

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-----NUMERO CIENTO SESENTA Y CINCO-----

-----HIPOTECA VOLUNTARIA-----

En Adjuntas, Puerto Rico, a los tres
días del mes de septiembre de mil novecientos ochenta
ANTE MI

SERAFIN ROSADO SANTIAGO:-----
Abogado y Notario Público de esta Isla con residencia y vecindad en
la Ciudad de Ponce,-----y oficina en la Ciudad de-----
Adjuntas, Puerto Rico.-----

-----COMPARECEN-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca
denominados de aquí en adelante el "deudor hipotecario" y cuyas
circunstancias personales aparecen de dicho párrafo.-----

Doy fe del conocimiento personal de los comparecientes, así como por sus
dichos de su edad, estado civil, profesión y vecindad.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre
administración de sus bienes y teniendo a mi juicio la capacidad legal
necesaria para este otorgamiento, y en tal virtud libre y-----
voluntariamente,-----

-----EXPONEN-----

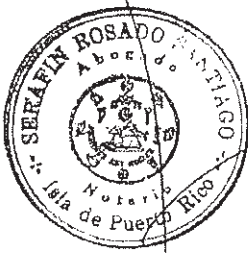
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en
el párrafo UNDECIMO así como de todos los derechos e intereses en las
mismas, denominada de aquí en adelante "los bienes".-----

SEGUNDO: Que los bienes aquí hipotecados están afectos a los
límites que se especifican en el párrafo UNDECIMO.-----

TERCERO: Que el deudor hipotecario viene obligado para con Estados
Unidos de América, actuando por conducto de la Administración de Hogares
de Agricultores, denominado de aquí en adelante el "acreedor hipotecario",
en relación con un préstamo o préstamos evidenciado por uno o más pagarés
o convenio de subrogación, denominado en adelante el "pagaré" sean uno o
más. Se requiere por el Gobierno que se hagan pagos adicionales mensuales
de una doceava parte de las contribuciones, avaluos (impuestos), primas de



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seguros y otros cargos que se hayan estimados sobre la propiedad hipotecaria.-----

CUARTO: Se sobreentiende que:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la suma de principal especificada en el mismo, concedido, con el propósito y la intención de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno consolidando la Administración de Hogares de Agricultores o el Título Quinto de la Ley de Hogares de mil novecientos cuarenta y nueve, según ha sido enmendada.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el prestamista asegurado.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acreedor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con el pagaré un endoso de seguro garantizando totalmente el pago de principal e intereses de dicho pagaré.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, determinarán en el endoso de seguro la porción del pago de intereses del pagaré que será designada como "carga anual".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tenedor cederá todos sus derechos y remedios contra el deudor hipotecario y cualquiera otro en relación con dicho préstamo así como también a los beneficios de esta hipoteca y aceptará en su lugar los beneficios del seguro, y en caso de violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en cualquier convenio suplementario por parte del deudor hipotecario, a requerimiento del acreedor hipotecario endosará el pagaré al acreedor hipotecario.-----



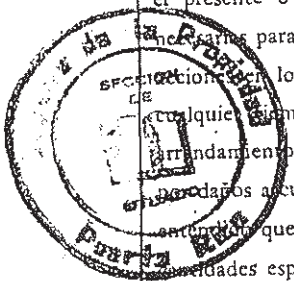
Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca garantizará el pago del pagaré pero cuando el pagaré

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esté en poder de un prestamista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumplimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré sea conservado por el acreedor hipotecario o en el caso de que el acreedor hipotecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVENO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho pagaré, su renovación o extensión y cualquier convenio contenido en el mismo, (b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garantía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí consignado, para garantizar el cumplimiento del convenio del deudor hipotecario de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el endoso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualquier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el cumplimiento de todos y cada uno de los convenios y estipulaciones del deudor hipotecario aquí contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre los bienes descritos en la párrafo UNDECIMO más adelante, así como sobre los derechos, intereses, servidumbres, derechos hereditarios, adhesiones pertenecientes a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en el futuro se adhiera o que sean razonablemente susceptibles para el uso de los mismos, sobre las aguas, los derechos de agua o derechos de los mismos, pertenecientes a las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación total o parcial de o por cualquier parte de las mismas o a los intereses sobre ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta que las obligaciones especificadas en el párrafo NOVENO con sus intereses antes y después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses antes y después de vencimiento, hasta su total



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solvento, pérdida sufrida por el acreedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma adicional especificada en el párrafo NOVENO de este documento, -----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor hipotecario como agente cobrador del tenedor del mismo. -----

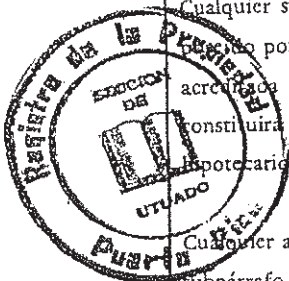
(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación y cualquier cargo por delincuencia requerido en el presente o en el futuro por los reglamentos de la Administración de Hogares de Agricultores.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegurado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido en el párrafo CUARTO anterior por cuenta del deudor hipotecario. -----

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído por el acreedor hipotecario o por el prestamista asegurado, podrá ser acrecida por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto por el acreedor hipotecario por cuenta del deudor hipotecario. -----

Cualquier adelanto por el acreedor hipotecario tal como se describe en este subpárrafo devengará intereses a razón del cinco ----- por ciento (5 %) anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor hipotecario lo satisfaga. -----

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario,



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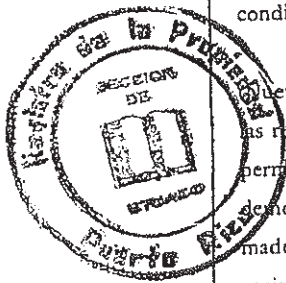
cualquier o todo adelanto hecho por el acreedor hipotecario para prima de seguro, reparaciones, gravámenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos hasta que los mismos sean satisfechos por el deudor hipotecario.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipoteca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipotecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto hecho por el acreedor hipotecario no relevará al deudor hipotecario de su violación del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor hipotecario determinare.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para los propósitos autorizados por el acreedor hipotecario.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravámenes y cargas que graven los bienes o los derechos o intereses del deudor hipotecario bajo los términos de esta hipoteca.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requiera el acreedor hipotecario sobre los edificios y las mejoras existentes en los bienes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y otros riesgos serán en la forma y por las cantidades, términos y condiciones que aprobare el acreedor hipotecario.



(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las reparaciones necesarias para la conservación de los bienes; no cometerá ni permitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros minerales sin el consentimiento del acreedor hipotecario y prontamente llevará a efecto las reparaciones en los bienes que

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el acreedor hipotecario requiera de tiempo en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en tiempo pueda prescribir.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se identifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor hipotecario personalmente operará los bienes por sí y por medio de su familia como una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a menos que el acreedor hipotecario consienta por escrito en otro método de operación o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la información de sus ingresos y gastos y cualquier otra información relacionada con la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos que afecten los bienes o su uso.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía otorgada está siendo mermada o deteriorada, y si dicho examen o inspección determinare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mermada o deteriorada, tal condición se considerará como una violación por parte del deudor hipotecario de los convenios de esta hipoteca.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus intereses y los gastos y desembolsos incurridos por el acreedor hipotecario en dichos procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria para adelantos, gastos y otros pagos.

(Catorce) El deudor hipotecario en cualquier tiempo mientras estuviere en esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreedor hipotecario, el acreedor hipotecario es por la presente autorizado y con poderes para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar sus rentas, beneficios e ingresos de los mismos



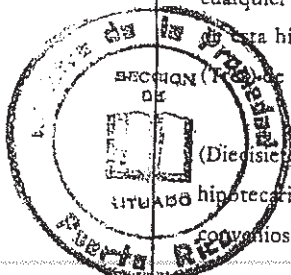
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y aplicarlos en primer término a los gastos de cobro y administración y en segundo término al pago de la deuda evidenciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, en el orden y manera que el acreedor hipotecario determinare.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor hipotecario puede obtener un préstamo de una asociación de crédito para producción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un tipo de interés y términos razonables para préstamos por tiempo y propósitos similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará y aceptará dicho préstamo en cantidad suficiente para satisfacer el pagaré y cualquier otra deuda aquí garantizada y pagar por las acciones necesarias en la agencia cooperativa en relación con dicho préstamo.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliera con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido o en cualquiera convenio suplementario, o falleciere o se declarare o fuere declarado incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acreedores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de seguro y cualquier otro pago o gasto para la protección y conservación de los bienes y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y de solicitar la protección de la ley.



(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos de esta hipoteca, los del pagaré y en cualquier otro

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convenio suplementario, incluyendo los gastos de mensura, evidencia de título, costas, inscripción y honorarios de abogado.

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor hipotecario para requerir y hacer cumplir en cualquier fecha posterior los convenios, acuerdos u obligaciones aquí contenidas o similares u otros convenios y sin afectar la responsabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí garantizada y sin afectar el gravámen impuesto sobre los bienes o la prioridad del gravámen, el acreedor hipotecario es por la presente autorizado y con poder en cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obligación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestamista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecario, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualquier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre dichos bienes.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones parciales, subordinación, cancelación total, radica sola y exclusivamente en el acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o interés alguno en o sobre el gravámen y los beneficios aquí contenidos.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cualesquiera otra hipoteca, préstamo reaccionario, o hipoteca de bienes muebles poseída o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipotecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía constituirá incumplimiento de esta hipoteca.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será remitido por correo certificado a menos que se disponga lo contrario por escrito, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el caso del deudor hipotecario, a la dirección postal de

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su residencia según se especifica más adelante.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario el importe de cualquier sentencia obtenido por expropiación forzosa para uso público de los bienes o parte de ellos así como también el importe de la sentencia por daños causados a los bienes. El acreedor hipotecario aplicará el importe que reciba al pago de los gastos en que incurriere en su cobro y el balance al pago del pagaré y cualquier deuda al acreedor hipotecario garantizada por esta hipoteca, y si hubiere algún sobranté, se reembolsará al deudor hipotecario.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de VEINTISIETE MIL QUINIENTOS DOLARES (\$27,500.00).

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requerimiento y se considerará en mora sin necesidad de notificación alguna por parte del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Administración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, no inconsistentes con los términos de esta hipoteca, así como también sujeta a las leyes del Congreso de Estados Unidos de América que autorizan la asignación y aseguramiento del préstamo antes mencionado.



NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

Una en todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor hipotecario cedere esta hipoteca sin asegurar el pagaré de VEINTISIETE MIL QUINIENTOS DOLARES (\$27,500.00) principal de dicho pagaré, con sus intereses según estipulados a razón del cinco por ciento (5%) anual.

Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:

(A) VEINTISIETE MIL QUINIENTOS DOLARES (\$27,500.00)

Forma FmHA 427-1 PR
10/77



Folio 187440
Tomo 207A
Fca. Núm. 1556
Inscrip. 18a

Folio 19200
Tomo 207A
Fca. Núm. 1400
Inscrip. 19a

por la suma de VEINTISIETE MIL QUINIENTOS-----

-----dólares de principal más intereses sobre el balance del principal
adeudado a razón del cinco por ciento-----

----- (---5%---) por ciento anual, hasta tanto su principal sea
totalmente satisfecho según los términos, plazos, condiciones y estipulaciones
contenidas en dicho pagaré y según acordados y convenidos entre el
Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
representada, de no haber sido satisfecho con anterioridad, vencerá y será
pagadero a los -----cuarenta-----años de la fecha de este pagaré.

--- Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido
por el Gobierno al Prestatario de conformidad con la Ley del Congreso
de los Estados Unidos de América denominada "Consolidated Farm and
Rural Development Act of 1961" o de conformidad con el "Title V of
the Housing Act of 1949", según han sido enmendadas y está sujeto a los
presentes reglamentos de la Administración de Hogares de Agricultores
y a los futuros reglamentos no inconsistentes con dicha Ley . De cuya
descripción, yo, el Notario Autorizante, DOY FE. -----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que
se constituye Hipoteca Voluntaria, se describe como sigue: -----

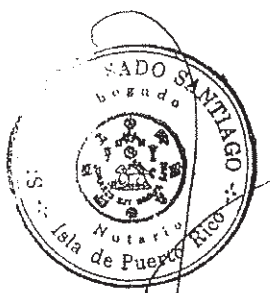
---RUSTICA: Con cabida de once cuerdas, radicada en---
el Barrio Portillo de Adjuntas, Puerto Rico, equivalen-
tes a cuatro hectáreas, cuarenta y ocho áreas, setenta
y siete centiáreas; en lindes por el NORTE, SUR Y ESTE,
con Don Juan Pedro Vélez y por el OESTE, con Juan-----
Bautista Pérez. Estando encerrada dentro de los pun-
tos siguientes: empezando al saliente en un estación de
higuerillo con Juan Pedro Vélez, de aquí rumbo al-----
poniente, a otro estación de higuerillo con Juan Pedro-
Vélez; de este rumbo al sur a otro estación de higue-
rillo punto con Juan Bautista Pérez, de aquí al-----
saliente a otro estación de higuerillo, con Juan Pérez-
Vélez y de aquí al Norte, con el punto donde se empezó.

---Inscrita al folio ciento ochenta y siete del tomo---
doscientos siete de Adjuntas, finca número mil qui-----
nientos cincuenta y seis, inscripción decimo sexta.---

---RUSTICA: Predio de terreno de ocho cuerdas, más o
menos en el Barrio Portillo de Adjuntas, Puerto Rico,
equivalentes a tres hectáreas, cuatro áreas y cuarenta-
y tres centiáreas, en límites por el NORTE, con Juan-
Tomás Rivera, María del Carmen Ortiz, por el ESTE, con
Cándido Medina, por el SUR, con el camino real que---
conduce a Lares y por el OESTE, con José Dolores Vélez
Pérez y Juan Tomás River-----

---Inscrita al folio ciento noventa y dos del tomo---
doscientos siete de Adjuntas, finca número mil cuatro-
cientos, inscripción decimo sexta.---

Forma FmHA 427-1 PR
10/77



Adquirió el prestatario la descrita finca por compra a-----
Don Aníbal Irizarry Rivera, mayor de edad, soltero,---
abogado y vecino de San Juan, Puerto Rico,-----
según consta de la Escritura Número ciento sesenta y cuatro

-----de fecha tres de septiembre de mil-----
novecientos ochenta, otorgada en la ciudad de Adjuntas,-----

ante el Notario Serafín Rosado Santiago-----

Dicha propiedad se encuentra libre de cargas y gravámenes.

DUODECIMO: Que comparecen en la presente escritura como-----

Deudores Hipotecarios Don Roberto Soto Plaza y Doña Luz---

E. López, mayores de edad, casados y vecinos de Adjun-
tas, Puerto Rico,-----
cuya dirección postal es: Barrio Portillo, Buzón quinien-

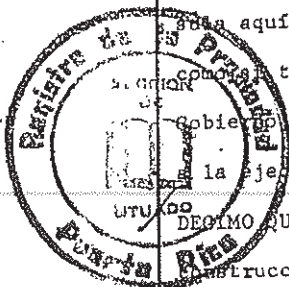
tos cincuenta y dos, Adjuntas, Puerto Rico cero, cero,
seis, cero uno.-----

DECIMO TERCERO: El importe del préstamo aquí consignado se
usó ó será usado para fines agrícolas y la construcción y/o
reparación y/o mejoras de las instalaciones físicas en la-----
finca(s) descrita(s).-----

DECIMO CUARTO: El prestatario ocupará personalmente y usará--
cualquier estructura que haya sido construida, mejorada o-----
comprada con el importe del préstamo aquí garantizado y no-----
arrendará o usará para otros fines dicha estructura a menos que
el Gobierno lo consienta por escrito. La violación de esta---
clausula como la violación de cualquiera otro convenio o cláu-

-----da aquí contenida ocasionará el vencimiento de la obligación
como tal, todo el término hubiese transcurrido y en aptitud el
Gobierno de declarar vencido o pagadero el préstamo y proceder
a la ejecución de la hipoteca.-----

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda
construcción o edificación existente en la(s) finca(s) antes--



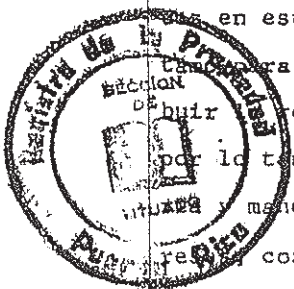


descritas y a toda mejora, construcción o edifica-
ción que se construya en dichas fincas durante la-
vigencia del préstamo hipotecario constituido a fa-
vor del Gobierno, verificada por los actuales due-
ños deudores o por sus cesionarios o causahabientes.
DECIMO SEXTO: El deudor hipotecario por la presente
renuncia mancomunada y solidariamente por sí y a ---
nombre de sus herederos causahabientes, sucesores o
representantes a favor del acreedor (Administración
de Hogares de Agricultores), cualquier derecho de---
Hogar Seguro (Homestead) que en el presente o en el
futuro pudiera tener en la propiedad descrita en el
párrafo undécimo y en los edificios allí enclavados-
o que en el futuro fueran construídos; renuncia esta
permitida a favor de la Administración de Hogares de
Agricultores por la Ley Número Trece (13) del veinti-
ocho de mayo de mil novecientos sesenta y nueve---
(1969) (31 L.P.R.A 1851).-----

DECIMO SEPTIMO: El acreedor y el deudor hipotecario
convienen en que cualquier estufa, horno, calentador
comprado o financiado total o parcialmente con fon-
dos del préstamo aquí garantizado, se considerará e-
interpretará como parte de la propiedad gravada por
esta Hipoteca.-----

DECIMO OCTAVO: El importe del préstamo aquí consig-
nado se usará para comprarde once y ocho cuerdas al-
Sr. Aníbal Irizarry Rivera y mejoras a las mismas.--- ✓

✓ DECIMO NOVENO: Manifiestan además los comparecien-
tes en esta escritura que por tratarse de un prés-
tamo para fines agrícolas han acordado en no distri-
buir responsabilidad entre las fincas gravadas y-
por lo tanto todas responderán por separado solida-
riamente y mancomunadamente de la deuda, principal, inte-
reses, costas y demás créditos garantizados por esta
escritura; todo ello conforme al Artículo Ciento-----



Diecinueve de la Ley Hipotecaria, según el mismo ha-
sido enmendado por la Ley Número setenta y nueve del
veinticinco de junio de mil novecientos sesenta y---
nueve.-----

VIGESIMO: Toda mejora, construcción o edificación--
que se construya en dichas fincas durante la vigen--
cia antes mencionada deberá ser construída previa---
autorización por escrito del acreedor hipotecario,---
conforme a los reglamentos presentes y a aquellos---
que se promulgaren de acuerdo a las leyes federales-
y locales no inconsistentes o incompatibles con las-
leyes presentes que gobiernan estos tipos de presta-
mos.-----

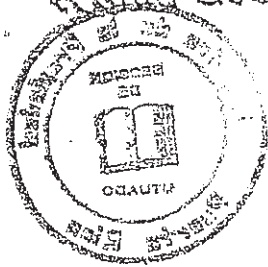
VIGESIMO PRIMERO: Por tratarse de un préstamo de---
recursos limitados, según indicado en el Pagaré, el-
Gobierno pueda cambiar, el porciento de interés de--
acuerdo con los reglamentos de la Administración de-
Hogares de Agricultores.-----

VIGESIMO SEGUNDO: Los otorgantes aceptan la presen-
te escritura en la forma redactada por ser conforme-
a lo convenido. Yo, el Notario, de todo lo consig--
nado, híceme las advertencias legales pertinentes y-
bien impuestos de ellas, así la otorgan y firman,---
estampando adme, digo, además las iniciales al mar--
gen de todos y cada uno de los folios.-----



---Previa lectura que a todos hice en alta voz y en
un solo acto de esta escritura porque renunciaron
al derecho de revocarla por las almas, que las ad-
vertiéndoles. Por lo notado, de todo lo concerniente
en este instrumento publico, etc.

[Handwritten notes and signatures]



[Handwritten signature]

FIRMADO POR: DON ROBERTO SOTO PLAZA Y DOÑA LUZ E.--
LOPEZ

AL MARGEN INICIALES:-----

firmado, sellado y rubricado. SERAFIN ROSADO SANTIAGO
encuentran cancelados los correspondientes sellos
de Pagos de Impuestos Notariales. En la libreta de
menor la escritura Matriz que bajo el número de
el protocolo de instrumentos publicos de este Estado, etc.
y que me remito. En fé de ello, y para entregar a

UNIDOS DE AMERICA parte interesada, expide la presente
copia certificada que autorizo bajo mi firma, signo, sello y rubrica,
el mismo día, mes y año de su otorgamiento

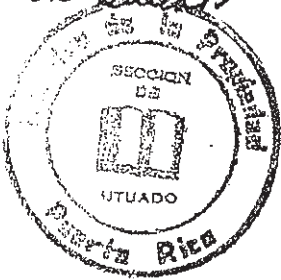


[Handwritten signature]
Abogado-Notario

Inscrito este documento donde in-
dican las notas al margen de
la descripción de cada finca.
Se hallan aperturas a la hipoteca
que se extiende por este documento.
Hecho a 5 de septiembre de 1988

San Diego

Don Ce de Figueroa
Registrador



11/6/88 Jose Luis Salas

Notario



CERTIFIED TRANSLATION

**DEED NUMBER FORTY-FOUR
MORTGAGE LOAN REAMORTIZATION AND
MORTGAGE LOAN MODIFICATION**

In the city of Adjuntas of the Commonwealth of Puerto Rico, on the 30th day of the month of April of nineteen ninety-one.

BEFORE ME

SERAFIN ROSADO SANTIAGO: Attorney and notary public of the Commonwealth of Puerto Rico, with place of residence and active law firm in the city of Adjuntas, Puerto Rico.

AS THE FIRST PARTY : MR. ROBERTO ANTONIO SOTO PLAZA, also known as ROBERTO SOTO PLAZA and his wife MRS. LUZ ESTHER LOPEZ PEREZ, also known as LUZ E. LOPEZ, of legal age, owners, and residents of Adjuntas, Puerto Rico, Social Security number [REDACTED] and [REDACTED] respectively.

AS THE OTHER PARTY, AS MORTGAGE CREDITOR: THE UNITED STATES OF AMERICA, acting through and represented by the administrator of the Farmers Home Administration, in accordance with the provisions of the Act of Congress entitled Consolidated Farmers Home Administration Act of nineteen sixty-one, as amended, with headquarters in Washington, District of Columbia, United States of America, and represented in this act by MR. JOSE LUIS MALDONADO CARABALLO, known as JOSE LUIS MALDONADO, of legal age, married, employed and resident of Adjuntas,

Puerto Rico, in his official capacity as county supervisor of the Farmers Home Administration, whose position is duly accredited in the Deeds Registry; employer's Social Security number [REDACTED]

I ATTEST

As to my personal knowledge of the parties appearing and, through their testimonies, I attest to their personal circumstances. They assure me to have and I believe they have the necessary legal capacity to execute this document, and as such, free and voluntarily.

SET FORTH

FIRST:

That the debtors are the fee simple owners of the following properties.

A: RURAL: Comprised of ELEVEN CUERDAS, this lot is located in ward Portillo of Adjuntas, Puerto Rico. It is equivalent to four hectares, forty-eight areas and seventy-seven centares; bordering in the north, south and east with Mr. Juan Pedro Vélez; and in the west, with Juan Bautista Pérez. It is enclosed inside the following points: at the east, in tree-branch fence separating it from Juan Pedro Vélez's property; from here going west to another tree-branch fence separating it from Juan Pedro Vélez's; from this point, going south, with another tree-branch fence separating it from Juan Bautista Pérez's; from this point, going east to another tree-branch fence separating it from Juan Pedro Velez's; and from here, going north, to the starting point.

Registered on the back of folio one hundred and eighty-nine, volume two hundred seven of Adjuntas; farmland number one thousand and five hundred fifty-six; the nineteenth registration.

B: RURAL: Lot of land comprised of EIGHT *CUERDAS*, MORE OR LESS, located in ward Portillo of Adjuntas, Puerto Rico. It is equivalent to three hectares, four ares and forty-three centares, bordering in the north with Juan Tomás Rivera, María del Carmen Ortiz; in the east, with Cándido Medina; in the south, with the main road that leads to Lares; and in the west, with José Dolores Vélez Pérez and Juan Tomás Rivera.

Registered on the back of folio one hundred ninety-three sixteen; volume two hundred seventeen of Adjuntas; farmland number one thousand an four hundred, the nineteenth registration.

They are subject to a mortgage guaranteed by a promissory note in favor of the United States of America in the principal amount of TWENTY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$27,500.00); a mortgage that was reamortized in the amount of THIRTY-TWO THOUSAND AND ONE HUNDRED TWENTY DOLLARS WITH TWO CENTS (\$32,120.02) with an annual five-percent interest (5%), principal plus interests payable in the timetable stipulated, according to deed number one hundred and twenty-nine of Mortgage Loan Reamortization and Mortgage Modification, before a certifying notary and registered on the back of folios one hundred and eighty-nine and one hundred and ninety-two, of volumes two hundred and seven, and two hundred and seven; lots numbers one thousand and five hundred and fifty-six and one thousand and four hundred, respectively.

SECOND

The mortgage debtors, Mr. Roberto Antonio Soto Plaza and Mrs. Luz Esther López Pérez, also state that in order to reamortize the mortgage debt, they applied and obtained authorization from the mortgage creditor , the United States of America, acting through and represented by the Farmers Home Administration, in accordance with Congress law titled Consolidated Farmers Home Administration Act of 1961 and its set of rules approved for re-amortization of mortgage debts.

THIRD

The appearing parties, Mr. Roberto Antonio Soto Plaza and Mrs. Luz Esther López Pérez, state that they have own and personal knowledge of all and each of the obligations, clauses and stipulations contained or mentioned in the deed of re-amortization and/or mortgage, and through this act in a clear, solemn, and definitive manner, they oblige themselves to comply with each and all of said obligations, clauses and stipulations required by the Farmers Home Administration (FmHA.)

RE-AMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FOURTH

The appearing party, Mr. José Luis Maldonado Caraballo, in his official capacity, states that since debtors Mr. Roberto Antonio Soto Plaza and Mrs. Luz Esther López Pérez, have been authorized to receive the benefits of the Act of Congress Consolidated Farmers Home Administration Act of 1961", as amended, he has agreed to re-amortize and modify the form of payment of the agreed-upon timetables stipulated

in the promissory notes and the mortgage in the following manner: the amount of this promissory note and the mortgage that guarantees it, has been extended and re-amortized to April 30 of 1991, the debit balance jumping to THIRTY-TWO THOUSAND AND ONE HUNDRED TWENTY DOLLARS WITH TWO CENTS (\$32,120.02) in principal and THREE THOUSAND AND SEVEN HUNDRED AND SEVENTY-FIVE DOLLARS WITH TWENTY CENTS (\$3,775.20) of compounding interest, that will generate interest at an annual rate of five percent and the amount of FIVE HUNDRED AND TWENTY-THREE DOLLARS WITH SIXTY CENTS (\$523.60), which will not generate interest for a total of THIRTY-SIX THOUSAND AND FOUR HUNDRED EIGHTEEN DOLLARS WITH EIGHT-TWO CENTS (\$36,418.82), and, since a partial postponement of five (5) years was given, it will be payable in the following manner: ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before the first of January of nineteen ninety-two; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before the first of January of nineteen ninety-three; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before the first of January of nineteen ninety-four; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before nineteen ninety-five; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before nineteen ninety-six; TWO THOUSAND AND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$2,524.00) in or before nineteen ninety-seven; TWO THOUSAND AND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$2,524.00) the subsequent first of January, except if the final

payment here evidenced is achieved in or before the third of September of the year two thousand and twenty.

FIFTH

The appearing party, MR. JOSE LUIS MALDONADO, in his official capacity, hands over to me, the Notary, the promissory note guaranteed with the mortgage, and assures me that it has not been negotiated nor taxed in any manner by its present holder and proprietary, the United States of America. Once identified by me, the Notary Public, and ascertaining that it is the same promissory note, I then proceed to put at the back of same the following note: "The amount of this promissory note and its guaranteeing mortgage, has been extended and re-amortized to April 30, 1991, jumping from a debit balance of THIRTY-TWO THOUSAND AND ONE HUNDRED AND TWENTY DOLLARS WITH TWO CENTS (\$32,120.02) in principal, and THREE THOUSAND AND SEVEN HUNDRED AND SEVENTY-FIVE DOLLARS WITH TWENTY CENTS (\$3,775.20) of compounding interest, that will generate interest at the rate of an annual five percent and the amount of FIVE HUNDRED AND TWENTY-THREE DOLLARS WITH SIXTY CENTS (\$523.60) of non-compounding interest, which will not generate interests, for a total of THIRTY-SIX THOUSAND AND FOUR HUNDRED AND EIGHTEEN DOLLARS WITH EIGHTY TWO CENTS (\$36,418.82) and, since a partial postponement of five (5) years was given, it will be payable in the following manner: ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before the first of January of nineteen ninety-two; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or

before the first of January of nineteen ninety-three; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before the first of January of nineteen ninety-four; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before nineteen ninety-five; ONE THOUSAND AND EIGHT HUNDRED AND SIXTY-SEVEN DOLLARS (\$1,867.00) in or before nineteen ninety-six; TWO THOUSAND AND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$2,524.00) in or before nineteen ninety-seven; TWO THOUSAND AND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$2,524.00) the subsequent first of January, except if the final payment here evidenced is achieved in or before the third of September of the year two thousand and twenty, as stated in deed number forty-four (44) of the Re-amortization of Mortgage Loan and Mortgage Modification, before notary public Serafin Rosado Santiago. I certify. In Adjuntas, Puerto Rico, on April thirty, nineteen ninety-one. (SIGNED, SIGNALIZED, RUBRICATED AND SEALED.) SERAFIN ROSADO SANTIAGO, NOTARY PUBLIC.

SIXTH

So that it could serve as a rate to the first bid that must take place in case this mortgage is executed, and in accordance with the mortgage law, as amended, through the present, the mortgage debtor appraises the mortgage property in the amount of THIRTY-EIGHT THOUSAND AND ONE HUNDRED TWENTY-SEVEN DOLLARS WITH SEVENTY-TWO CENTS (\$38,127.72), of which TWENTY-ONE THOUSAND AND ONE HUNDRED TWENTY-SEVEN DOLLARS WITH SEVENTY-TWO CENTS (\$21,127.72) refers to the farmland property described under the letter "A" and SEVENTEEN

THOUSAND DOLLARS (\$17,000.00) refers to the farmland property described under the letter "B".

SEVENTH

The parties appearing in this deed also state that since this is a loan for agricultural purposes they have agreed to not distribute responsibility among the taxed farms and, therefore, all of them will respond individually and jointly to the debt, principal, interests, costs and remaining credits guaranteed by this deed, all in accordance with article one hundred seventy of the mortgage law in effect.

EIGHT

Since this is a limited resources loan, as indicated in its promissory note, the Government can change the percentage of interest in accordance with the provisions of the rules of the Farmers Home Administration.

NINTH

The parties in contract through this instrument also agree that this reamortization contract does not represent an extinctive novation of the existing obligation which has already been mentioned, since there are no incompatibilities between said existing obligation and its modification under the terms and conditions stipulated herein, and, therefore, it is requested from the honorable Deeds Registrar to record it as such in the registration of this document.

The grantors accept the present deed in the manner in which it is written for it follows what has been agreed upon by them after reading and understanding same. I, the Notary Public, made the pertinent legal warnings, all in one act, and thus informed,

they have granted and signed it, also affixing their initials at the margin of each and every one of the folios. I, the Notary, certify all that is stipulated in this Public Instrument.

INITIALS ON THE MARGIN.

SIGNED BY: ROBERTO ANTONIO SOTO PLAZA, LUZ ESTHER LOPEZ PEREZ AND JOSE LUIS MALDONADO CARABALLO.

Signed, signalized, sealed and rubricated Serafín Rosado Santiago. The respective stamps of Internal Revenue and Notarial Taxes have been cancelled. It agrees fully and truthfully to the original deed that, under the indicated number, is filed in the public instrument protocol of the notary's office at my charge, and to which I refer to. To attest this, and in order to deliver to the interested party, the United States of America, the present certified copy, I issued it and authorize it with my signature, sign, seal and rubric the same day, month and year of its execution. This deed consists of eight folios.

(Sgd.) Serafín Rosado Santiago
Public attorney

[HANDWRITING]

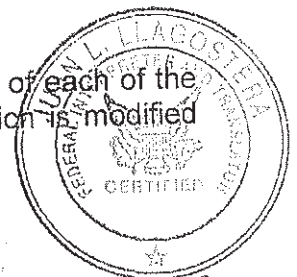
This document is registered where indicated by the notes on the margin of each of the lots. Subject to mortgage for \$27,500.00 on behalf of the U.S.A., which is modified hereby. Utuado, on the 6th of May of 1991.

No fees

(Sgd.) Illegible
Registrar

[REAL ESTATE REGISTRY SEAL, UTUADO SECTION]

10/24/91 (Sgd.) Illegible



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-----ESCRITURA NUMERO CUARENTA Y CUATRO-----

-REAMORTIZACION DE PRESTAMO HIPOTECARIO Y MODIFICA--
-----CION DE PRESTAMO HIPOTECARIO-----

---En la ciudad de Adjuntas, del Estado Libre-----

Asociado de Puerto Rico, a los treinta días del mes
de abril de mil novecientos noventa y uno.-----

-----ANTE MI-----

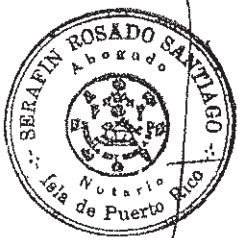
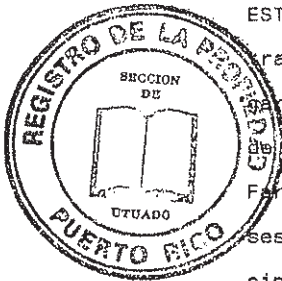
---SERAFIN ROSADO SANTIAGO: Abogado y Notario Pú---
blico en el Estado Libre Asociado de Puerto Rico,---
con residencia y estudio abierto en la Ciudad de---
Adjuntas, Puerto Rico.-----

---DE UNA PARTE: DON ROBERTO ANTONIO SOTO PLAZA, -
también conocido por ROBERTO SOTO PLAZA y su señora-
esposa DOÑA LUZ ESTHER LOPEZ PEREZ también conocida
por Luz E. López, mayores de edad, propietarios y---
vecinos de Adjuntas, Puerto Rico, seguro social [REDACTED]
[REDACTED] y [REDACTED] y respectivamente.-----

---DE LA OTRA PARTE, COMO ACREEDOR HIPOTECARIO: LOS
ESTADOS UNIDOS DE AMERICA, actuando por conducto y a
través del Administrador de la Administración de Ho-
gares de Agricultores, a tenor de las disposiciones
de la ley del Congreso titulada "Consolidated -----
Farmer's Home Administration Act of mil novecientos
sesenta y uno", según enmendada, con oficinas prin-
cipales en Washington, Distrito de Colombia, Estados
Unidos de América, representado en este acto por DON
JOSE LUIS MALDONADO CARABALLO, conocido por JOSE-----
LUIS MALDONADO, mayor de edad, casado, empleado y --
vecino de Adjuntas, Puerto Rico, en su carácter de
Supervisor Local de la Administración de hogares de
Agricultura cuyo carácter consta debidamente-----
acreditado en el Registro de la Propiedad. Seguro---
Patronal es [REDACTED]-----

-----FE-----

---DOY del conocimiento personal de los comparecien-



tes y por sus dichos de sus circunstancias persona--
les. Me aseguran tener y a mi juicio tienen la ca--
pacidad legal necesaria para este otorgamiento de la
presente escritura y en su virtud libre y volunta--
riamente:-----

-----EXPONEN-----

-----PRIMERO-----

---Que los deudores hipotecarios son dueños en pleno
dominio de las siguientes propiedades:-----

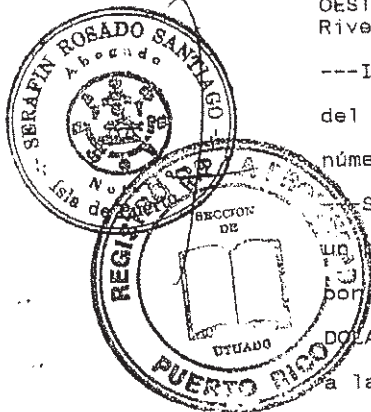
---A: RUSTICA: Con cabida de ONCE CUERDAS, radica--
cada en el barrio Portillo de Adjuntas, Puerto Rico,
equivalentes a cuatro hectáreas, cuarenta y ocho ---
áreas setenta y siete centiáreas; en lindes por el--
NORTE, SUR, y ESTE, con Don Juan Pedro Vélez y por--
el OESTE, con Juan Bautista Pérez. Estando encerra--
da dentro de los siguientes puntos: empezando al --
saliente en un estación de higuierillo con Juan Pedro--
Vélez, de aquí rumbo al poniente, a otro estación de
higuierillo con Juan Pedro Vélez, de este umbo al sur
a otro estación de higuierillo punto con Juan Bautista
Pérez, de aquí al saliente a otro estación de higue--
rillo con Juan Pedro Vélez y de aquí al Norte, con--
el punto donde se empezó.-----

---Inscrita al folio ciento ochenta y nueve vuelto--
del tomo doscientos siete de Adjuntas, finca número--
mil quinientos cincuenta y seis, inscripción décimo--
novena.-----

---B: RUSTICA: Predio de terreno de OCHO CUERDAS--
MAS O MENOS, en el barrio Portillo de Adjuntas,-----
Puerto Rico, equivalentes tres hectáreas, cuatro ---
áreas y cuarenta y tres centiáreas, en límites por--
el NORTE, con Juan Tomás Rivera, María del Carmen--
Ortiz; por el ESTE, con Cándido Medina; por el SUR,--
con el camino real que conduce a Lares y por el ---
OESTE, con José Dolores Vélez Pérez y Juan Tomás--
Rivera.-----

---Inscrita al folio ciento noventa y tres vuelto---
del tomo doscientos diecisiete de Adjuntas, finca---
número mil cuatrocientos, inscripción décimo-novena.

Se hallan afectas a una hipoteca en garantía de--
un pagaré a favor de los Estados Unidos de América--
por la suma principal de VEINTISIETE MIL QUINIENTOS--
DOLARES (\$27,500.00), hipoteca que fue reamortizada
a la suma de TREINTA Y DOS MIL CIENTO VEINTE DOLARES



80-189
80-207-adj
J. Robado
M. X. X. X.

80-193
80-207-adj
80-207-adj
80-207-adj

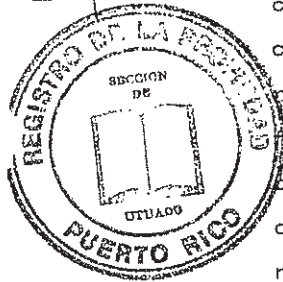
CON DOS CENTAVOS (\$32,120.02), con intereses al-----
cinco por ciento (5%) anual pagadero principal e in-
tereses en los plazos que en el mismo se estipulan,
según resulta de la escritura número ciento veinti--
nueve, de Reamortización de Préstamo Hipotecario y--
Modificación de Hipoteca, ante el notario fedante e--
inscritas a los folios ciento ochenta y nueve vuelto
y ciento noventa y dos vuelto, de los tomos doscien-
tos siete y doscientos siete, fincas mil quinientos-
cincuenta y seis y mil cuatrocientos, respectivamen-
te.-----

-----SEGUNDO-----

---Siguen manifestando los deudores hipotecarios,---
don Roberto Antonio Soto Plaza y doña Luz Esther---
López Pérez que con el fin de reamortizar la deuda -
hipotecaria, solicitaron y obtuvieron el consenti---
miento del acreedor hipotecario, Estados Unidos de--
América, actuando por conducto y a través del Admi--
nistrador de la Administración de Hogares de Agri---
cultores de conformidad con la ley del Congreso ti--
tulada "Consolidated Farmer's Home Administration---
Act of 1961" y el reglamento aprobado al efecto para
reamortizar la deuda hipotecaria.-----

-----TERCERO-----

---Manifiestan los comparecientes don Roberto -----
Antonio Soto Plaza y doña Luz Esther López Pérez que
son de su propio y personal conocimiento todas y---
cada una de las obligaciones, cláusulas y estipula--
ciones contenidas o mencionadas en la escritura de--
reamortización y/o de hipoteca, y en este acto en---
forma clara, solemne y terminantemente, se obligan a
cumplir todas y cada una de dichas obligaciones, ---
cláusulas y estipulaciones requeridas por la Admi---
nistración de Hogares de Agricultores (FmHA).-----



---REAMORTIZACION Y MODIFICACION DE PAGO DE PAGARE---

-----E HIPOTECA-----

-----CUARTO-----

---Manifiesta el compareciente, don José Luis ---

Maldonado Caraballo en el carácter que ostenta, que-

habiendo sido aceptados los deudores hipotecarios---

don Roberto Antonio Soto Plaza y Luz Esther López---

Pérez, para recibir los beneficios de la ley del---

congreso "Consolidated Farmer's Home Administration-

✓ Act of 1961", según enmendada, ha convenido en rea-

mortizar y modificar la forma de pago de los plazos-

consignados en el pagaré y en la hipoteca en la si--

guiente forma: el importe de este pagaré y la hipo-

teca que lo garantiza, ha sido ampliado y reamorti--

zado al treinta de abril de 1991, dio un saldo deu--

dor montante a TREINTA Y DOS MIL CIENTO VEINTE DOLA-

RES CON DOS CENTAVOS (\$32,120.02) de principal, y---

TRES MIL SETECIENTOS SETENTA Y CINCO DOLARES CON ---

VEINTE CENTAVOS (\$3,775.20) de intereses capitaliza-

bles, que devengarán intereses a razón de un cinco--

por ciento anual y la suma de QUINIENTOS VEINTITRES-

DOLARES CON SESENTA CENTAVOS (\$523.60) de intereses

no capitalizables, los cuales no devengarán intere--

ses, para un total de TREINTA Y SEIS MIL CUATROCIE--

TOS DIECIOCHO DOLARES CON OCHENTA Y DOS CENTAVOS----

(\$36,418.82) y por habérsele dado un diferimiento---

parcial de cinco (5) años habrá de ser pagada en la-

siguiente forma: MIL OCHOCIENTOS SESENTA Y SIETE---

DOLARES (\$1,867.00) en o antes del primero de enero

del mil novecientos noventa y dos; MIL OCHOCIENTOS

SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del

primero de enero del mil novecientos noventa y tres;

MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00)

en o antes del primero de enero del mil novecientos



noventa y cuatro; MIL OCHOCIENTOS SESENTA Y SIETE --
DOLARES (\$1,867.00) en o antes del primero de enero
del mil novecientos noventa y cinco; MIL OCHOCIENTOS
SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del
primero de enero del mil novecientos noventa y seis;
DOS MIL QUINIENTOS VEINTICUATRO DOLARES (\$2,524.00)
en o antes del primero de enero de mil novecientos--
noventa y siete, y DOS MIL QUINIENTOS VEINTICUATRO
DOLARES (\$2,524.00) el primero de enero subsiguiente
excepto que el plazo final de la deuda aquí eviden--
ciada se hará en o antes del tres de septiembre del--
año dos mil veinte.-----

-----QUINTO-----

---El compareciente, don José Luis Maldonado en el--
carácter que ostenta, me entrega a mí el Notario, el
pagaré garantizado con la hipoteca, quien me asegura
no ha sido negociado ni gravado en forma alguna por--
su actual tenedor y poseedor, Estados Unidos de Amé--
rica y una vez identificado por mí, el Notario, cer--
ciorándome de que se trata del mismo pagaré procedo--
a poner al dorso del mismo la siguiente nota: "El--
importe de este pagaré y la hipoteca que lo garan--
tiza, ha sido amplado y reamortizado al treinta de--
abril de 1991, dio un saldo deudor montante a TREIN--
TA Y DOS MIL CIENTO VEINTE DOLARES CON DOS CENTAVOS--
(\$32,120.02) de principal, y TRES MIL SETECIENTOS ---
SETENTA Y CINCO DOLARES CON VEINTE CENTAVOS -----
(\$3,775.20) de intereses capitalizables, que deven--
gan intereses a razón de un cinco por ciento anual
suma de QUINIENTOS VEINTITRES DOLARES CON SE---
SENTA CENTAVOS (\$523.60) de intereses no capitaliza--
bles, los cuales no devengarán intereses, para un --
total de TREINTA Y SEIS MIL CUATROCIENTOS DIECIOCHO
DOLARES CON OCHENTA Y DOS CENTAVOS (\$36,418.82) y --



por habérsele dado un diferimiento parcial de cinco (5) años habrá de ser pagada en la siguiente forma: MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero del mil novecientos noventa y dos; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero del mil novecientos noventa y tres; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero del mil novecientos noventa y cuatro; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero del mil novecientos noventa y cinco; MIL OCHOCIENTOS SESENTA Y SIETE DOLARES (\$1,867.00) en o antes del primero de enero del mil novecientos noventa y seis; DOS MIL QUINIENTOS VEINTICUATRO DOLARES (\$2,524.00) en o antes del primero de enero de mil novecientos noventa y siete, y DOS MIL QUINIENTOS VEINTICUATRO DOLARES (\$2,524.00) el primero de enero subsiguiente excepto que el plazo final de la deuda aquí evidenciada se hará en o antes del tres de septiembre del año dos mil veinte, según consta de la escritura número cuarenta y cuatro (44), de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca, ante el notario Serafín Rosado Santiago. DOY FE. En Adjuntas, Puerto Rico a treinta de abril de mil novecientos noventa y uno. (FIRMADO, SIGNADO, RUBRICADO Y SELLADO). SERAFIN ROSADO SANTIAGO, NOTARIO PUBLICO.



-----SEXTO-----
Para que sirva de tipo a la primera subasta que deberá celebrarse en caso de ejecución de esta hipoteca, de conformidad con la ley hipotecaria, según enmendada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma de TREINTA Y OCHO MIL CIENTO VEINTISIETE DOLARES CON SETENTA Y

DOS CENTAVOS (\$38,127.72), de los cuales correspon--
 Sen VEINTIUN MIL CIENTO VEINTISIETE DOLARES CON SE--
 TENTA Y DOS CENTAVOS (\$21,127.72) a la finca descri--
 ta bajo la letra "A" y DIECISIETE MIL DOLARES-----
 (\$17,000.00) a la finca descrita bajo la letra "B".-

-----SEPTIMO-----

---Manifiestan además los comparecientes en esta es--
 critura que por tratarse de un préstamo para fines--
 agrícolas han acordado en no distribuir la responsa--
 bilidad entre las fincas gravadas y por lo tanto to--
 das responderán por separado solidaria y mancomunda--
 mente de la deuda, principal, intereses, costas y --
 demás créditos garantizados por esta escritura, todo
 ello conforme el artículo ciento setenta de la vi--
 gente Ley Hipotecaria.-----

-----OCTAVO-----

---Por tratarse de un préstamo de recursos limitados
 según indicado en el pagaré, el Gobierno puede cam--
 biar el porciento de interés de acuerdo con los re--
 glamentos de la Administración de Hogares de Agri--
 cultores.-----

-----NOVENO-----

---Las partes contratantes en este instrumento con--
 vienen asimismo, que este convenio de reamortización
 no constituye una novación extintiva de la obliga--
 ción (deuda) existente a la cual ya se ha hecho men--
 ción, por no haber ni existir incompatibilidad entre
 dicha obligación (deuda) existente y la modificación
 de la misma bajo los términos y condiciones aquí ---
 consignados; por lo que se ruega el Honorable Regis--
 trador de la Propiedad, que así se haga constar en--
 la inscripción de este documento.-----

---Los otorgantes aceptan la presente escritura en--
 la forma redactada por ser conforme a lo por ellos--

-----7-----



convenido, luego de leer y entender la misma. Yo,--
 el Notario, de todo lo consignado en este -----
 Instrumento Público, hícele las advertencias de ley-
 pertinentes, todo ello en un solo acto, y bien im---
 puestos así la otorgan y firman los otorgantes, es--
 tampando además las iniciales al margen de todos y--
 cada uno de los folios. Yo, el Notario, de todo lo-
 consignado en este Instrumento Público, DOY FE.-----
 INICIALES AL MARGEN.-----

FIRMADO POR: ROBERTO ANTONIO SOTO PLAZA, LUZ ESTHER
 LOPEZ PEREZ Y JOSE LUIS MALDONADO CARABALLO.-----

Firmado, signado, sellado y rubricado SERAFIN ROSADO
 SANTIAGO. Se encuentran cancelados los correspon---
 dientes sellos de Rentas Internas e Impuestos Nota--
 rial. Concuerta bien y fielmente con la escritura--
 Matriz que bajo el número indicado obra en el proto-
 colo de instrumentos públicos de esta notaría a mi--
 cargo, y a que me remito. En fé de ello, y para en-
 tregar a ESTADOS UNIDOS DE AMERICA, parte interesada
 expido, la presente copia certificada, que autorizo-
 bajo mi firma, signo, sello y rúbrica al mismo día,-
 mes y año de su otorgamiento. Esta escritura consta
 de ocho folios.-----



Serafin Rosado Santiago
 ABOGADO PUBLICO
 -H-



Presente este documento
donde indican los
números marginales
de cada uno de los
fuecos. a fin de hipotético
por \$27,500.00 a favor
de E. V. A. lo cual
está medido por
este asunto. Utinodo
a 6 de Mayo 1991.

Ejeto: Don M. de J. Guerra
Registrador



10/24/91 [Signature]

CERTIFIED TRANSLATION

USDA-FmHA
Form FmHA 1940-17
(Rev. 10-89)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMER HOME ADMINISTRATION
PROMISSORY NOTE

Name: ROBERTO SOTO PLAZA	County:	KIND OF LOAN Type: OPERATIONS <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Limited Resource
State: PUERTO RICO	County: ADJUNTAS	
Case no. 63-35-	Date: APRIL 30, 1991	Pursuant to:
Fund Code 44	Loan no. 06	<input checked="" type="checkbox"/> Consolidated Farm & Rural Development Act <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978

ACTION REQUIRING NOTE

- | | |
|---|--|
| <input type="checkbox"/> Initial loan | <input checked="" type="checkbox"/> Rescheduling |
| <input type="checkbox"/> Subsequent loan | <input type="checkbox"/> Reamortization |
| <input type="checkbox"/> Consolidated & subsequent loan | <input type="checkbox"/> Credit sale |
| <input type="checkbox"/> Consolidation | <input type="checkbox"/> Deferred payments |
| <input type="checkbox"/> Conservation easement | <input type="checkbox"/> Debt write down |

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its assigns, at its office in ADJUNTAS, PUERTO RICO, or at such other place as the Government may later designate in writing, the principal sum of ONE THOUSAND SIX HUNDRED SEVENTY NINE WITH 56/100 DOLLARS (\$1,679.56), plus interest on the unpaid principal balance at the RATE of FIVE PERCENT (5.0%) per annum and TWENTY NINE WITH 34/100 dollars (\$29.34) of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in

accordance with regulations of the Farmers Home Administration, not, more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 8 installments as indicated below, except as modified by a different rate of interest, on or before the followings dates

\$ 296.00	on	01-01-92	\$N/A	On	N/A
N/A		N/A	N/A		N/A
N/A		N/A	N/A		N/A
N/A		N/A	N/A		N/A

And \$296.00 thereafter on each year until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid shall, be due and payable IN 7 years from the date of this note, and except the prepayments may be made as provided below. The consideration for the note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval of the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to the principal and such new principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal.

Prepayments of schedule installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 C.F.R. &1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United State Treasury check by which the Government remits the payment to the holder. The effective date of any

prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

Code & Loan No.	Note Value	Interest Rate		Date	Original Borrower	Last install due
44-04	\$ 1,500.00	6.0	%	August 25, 1988	Roberto Antonio Soto Plaza	August 26, 1991
	\$		%			
	\$		%			
	\$		%			
	\$		%			
	\$		%			
	\$		%			

Security instruments taken in connection with the loans evidenced by these described notes and this consolidating, rescheduling or reamortizing does not affect other related obligations. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

REFINANCING (GRADUATION) AGREEMENT. If at any time it shall appear to the Government that Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock.

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:
Borrower recognizes that the loan described in this note will be default should any loan

proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995mm and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1,1995, Borrower further agrees that Borrower must demonstrate prior to January 1,1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

DEFAULT: Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such a debt, and default under any such other instrument shall constitute default under this note. UPON ANY SUCH DEFAULT, the Government at its option may declare all or any part of any such

indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are hereby waived.

(SEAL)

(Sgd.) Roberto Antonio Soto Plaza
(BORROWER)

(Sgd.) Luz Esther López Pérez
(Co- BORROWER)

Box 402

Adjuntas, PR 00601

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL \$					



[Handwritten signature]

Formulario FmHA 1940-17(S)
(Rev. 10-89)DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS
ADMINISTRACION DE HOGARES DE AGRICULTORES

PAGARE

Nombre ROBERTO ANTONIO SOTO PLAZA c/p ROBERTO SOTO PLAZA	
Estado PUERTO RICO	Oficina ADJUNTAS
Caso Num 63-35-	Fecha 30 de abril de 1991
Código de Fondos 44	Num. de Préstamo 06

CLASE DE PRÉSTAMO

Tipo: OPERACIONES ☐ Regular
☒ Recursos Limitados

De acuerdo a:

☒ Consolidated Farm and Rural Development Act
☐ Emergency Agricultural Credit Adjustment Act of 1978

ACCION QUE REQUIERE PAGARE

<input type="checkbox"/> Préstamo Inicial	<input checked="" type="checkbox"/> Reestructuración
<input type="checkbox"/> Préstamo Subsiguiente	<input type="checkbox"/> Reamortización
<input type="checkbox"/> Consolidación y Préstamo Subsiguiente	<input type="checkbox"/> Consolidación
<input type="checkbox"/> Venta a Crédito	<input type="checkbox"/> Reducción de Deuda
<input type="checkbox"/> Pagos Diferidos	
<input type="checkbox"/> Servidumbre de Conservación	

POR VALOR RECIBIDO, el Prestatario(s) suscribiente(s) y cualquier otro codeudor mancomunada y solidariamente pagaremos a la orden de los Estados Unidos de America, actuando por conducto de la Administración de Hogares de Agricultores del Departamento de Agricultura de los Estados Unidos, (denominado en adelante el

"Gobierno") o su cesionario en su oficina en -----ADJUNTAS, PUERTO RICO-----

o en otro sitio designado por el Gobierno por escrito, la suma principal de MIL SEISCIENTOS SETENTA Y NUEVE CON-----56/100 dólares (\$ 1,679.56----) más intereses sobre el principal adeudado al CINCO

----- PORCIENTO (5.0%) anual y VEINTINUEVE CON-----34/100 dólares (\$ 29.34-----) de intereses no Capitalizados. Si este pagare es para un préstamo de Recursos Limitados (indicado en el encasillado superior "Clase de Préstamo" el Gobierno puede CAMBIAR EL PORCIENTO DE INTERES, de acuerdo con los reglamentos de la Administración de Hogares de Agricultores, no más frecuente que trimestralmente, notificando por correo al prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá exceder el por ciento de interés más alto establecido en los reglamentos de la Administración de Hogares de Agricultores para el tipo de préstamo arriba indicado.

Principal e intereses serán pagados en 8 plazos, según indicado abajo, excepto si es modificado por un tipo de interés diferente en o antes de las siguientes fechas:

\$ <u>296.00</u> en <u>01-01</u> de <u>1992</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>
\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>	\$ <u>N/A</u> en <u>N/A</u> de <u>19</u>

y \$ 296.00-----, subsiguientemente cada año hasta que el principal e intereses sean completamente pagados excepto que el plazo final de la deuda aquí evidenciada, de no ser pagada anteriormente, vencerá y será pagadero A LOS SIETE AÑOS de la fecha de este pagare y excepto que se podrán hacer pagos adelantados según se provee mas abajo. La consideración aquí envuelta respaldará cualquier convenio modificando el plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagare. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagare reamortizado, consolidado o reestructurado, los intereses acumulados por más de noventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del por ciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagare será primero aplicado a intereses acumulados durante el período de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos pulados o cualquier parte de los mismos, a hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse a los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Reestructuración" o una "Reamortización" es indicado en el encabezado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una reestructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL PRESTAMO	VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
44-04	\$ 1,500.00	6.0 %	26 de agosto, 1988	Roberto Antonio Soto Plaza	26 de agosto, 1991
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		,19
	\$	%	,19		
	\$	%	,19		

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas son afectadas por el otorgamiento de esta consolidación, reamortización o reestructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciados por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS; El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agrícola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del lro. de enero de 1990, pero no al lro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el lro. de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además viene que anterior a la pérdida de la exención de la restricción de conservación de terreno altamente erodable, según la parte 12 del 7CFR, el prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al lro. de enero de 1995. El prestatario además conviene en que deberá demostrar antes del lro. de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, CONETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)

Roberto Antonio Soto Plaza
ROBERTO ANTONIO SOTO PLAZA (Prestatario)
c/p ROBERTO SOTO PLAZA

(SELLO)

Luz Esther Lopez Perez
LUZ ESTHER LOPEZ PEREZ (Prestatario)
c/p LUZ E. LOPEZ

APARTADO 402

(Dirección del Prestatario)

Adjuntas, PR 00601

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

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ev. 10-82)

sip

NUMERO CUARENTA Y TRES--
NUMBER

-----HIPOTECA VOLUNTARIA-----
VOLUNTARY MORTGAGE

En Adjuntas, Estado Libre Asociado de Puerto Rico, a--
In
los treinta días del mes de abril de mil novecientos---
noventa y uno,-----

-----ANTE MI-----
BEFORE ME

-----SERAFIN ROSADO SANTIAGO-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Adjuntas,
Attorney and Notary Public for the Island of Puerto Rico, with residence in

Puerto Rico----- y oficina en Adjuntas,----- Puerto Rico.
and office in

-----COMPARECEN-----
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo,-----
appear from said paragraph,-----

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their-----

de su edad, estado civil, profesión y vecindad,-----
statements which I believe to be true of their age, civil status, profession and residence.-----

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-
of their property, and they have, in my judgment, the necessary legal capacity to grant this-----

miento,-----
voluntary mortgage.-----

-----EXPONEN-----
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el
FIRST: That the mortgagor is the owner of the farm or farms described in-----

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----
hereinafter referred to as "the property".-----

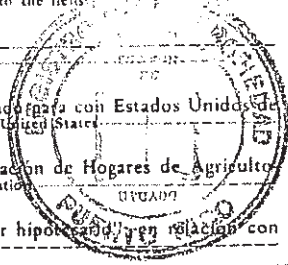
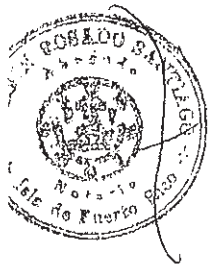
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----
specified in paragraph ELEVENTH herein.-----

TERCERO: Que el deudor hipotecario viene obligado a pagar a los Estados Unidos de
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agricultores
of America, acting through the Farmers Home Administration-----

res, denominado de aquí en adelante el "acreedor hipotecario" en relación con
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por
hereinafter called "the note" whether one or more. It is required by

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de
the Government that additional monthly payments of one-twelfth of the

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se
taxes, assessments, insurance premiums and other charges

hayan estimado sobre la propiedad hipotecada.
estimated against the property.

CUARTO: Se sobreentiende que:
FOURTH: It is understood that:

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la
(One) The note evidences a loan or loans to the mortgagor in the

suma de principal especificada en el mismo, concedido con el propósito y la inten-
principal amount specified therein made with the purpose and intention

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y
that the mortgagee, at any time, may assign the note and

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One

consolidando la Administración de Hogares de Agricultores o el Título Quinto de
consolidating the Farmers Home Administration or Title Five of

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.

das.

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede
(Two) When payment of the note is guaranteed by the mortgagee

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el
it may be assigned from time to time and each holder of the insured note, in turn,

prestamista asegurado.
will be the insured lender.

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-
(Three) When payment of the note is insured by the mortgagee, the

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con
mortgagee will execute and deliver to the insured lender along

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.
and interest.

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor
(Four) At all times when payment of the note is insured by the mortgagee,

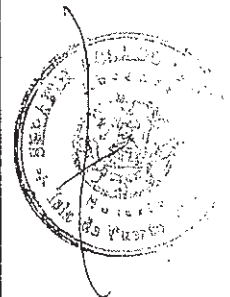
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,
the mortgagee by agreement with the insured lender

determinarán en el endoso de seguro la porción del pago de intereses del pagaré
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".
ments on the note, to be designated the "annual charge".

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-
(Five) A condition of the insurance of payment of the note will be that the holder

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-
will forego his rights and remedies against the mortgagor and any



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quiera, los en relación con dicho préstamo así como también a los beneficiarios
others in connection with a loan, as well as any beneficiary

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de
mortgagee's request will assign the note to the mortgagee should the mortgagor

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en
violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo
(Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en
at all times when the note is held by the mortgagee, or in the event the

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca
mortgagee should assign this mortgage without insurance of the note, this mortgage

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-
shall secure payment of the note; but when the note is held by an insured

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte
lender, this mortgage shall not secure payment of the note or attach to

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,
the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario
shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-
against loss under its insurance endorsement by reason of any default

plimiento por parte del deudor hipotecario.
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré
FIFTH: That, in consideration of said loan and (a) at all times when the note

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-
is held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-
amount of the note as specified in subparagraph (one) of paragraph NINTH

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho
hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y
note and any renewals and extensions thereof and any agreements contained therein,

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-
(b) at all times when the note is held by an insured lender, in guarantee

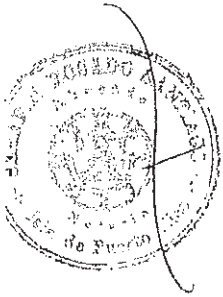
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario
for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-
herein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en caso
insurance endorsements by reason of any default by the mortgagor and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el
event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el
subparagraph (Three) of paragraph NINTH hereof, and to secure the-----

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí
performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por
contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre
hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los
the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes
interests easements, hereditaments and appurtenances thereto belonging,-----

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e
the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en
income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,
later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a
all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario
the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación
by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre
partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta
therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y
all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.
after maturity until paid, have been paid in full.-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acce-
thercon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-
mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor
other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,
with interest until repaid to the mortgagee, costs, expenses and-----

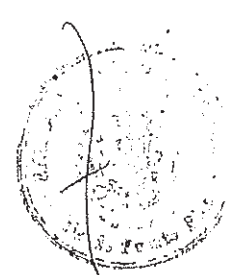
gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-
attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma
said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento,-----
amounts as specified in paragraph NINTH hereof,-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:
SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda
(One) To pay promptly when due any indebtedness-----



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aquí garantizada e indem. y conservar libre de pérdida al acreedor hipotecario
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los ;
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del cinco por ciento
subparagraph shall bear interest at the rate of

por ciento (5.00-2/0)
per cent (5.00-2/0)

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-
and all amount advanced by the mortgagee for property insurance premiums, repairs

raiones, gravámenes u otra reclamación en protección de los bienes hipoteca-
liens and other claims, for the protection of the mortgaged property

dos o para contribuciones o impuestos u otro gasto similar deberá haber
or for taxes or assessments or other similar charges by reason of the

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón
mortgagor's failure to pay the same, shall bear interest at the rate

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos
stated in the next preceding subparagraph from the date of the advance

hasta que los mismos sean satisfechos por el deudor hipotecario.
until repaid to the mortgagee.

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-
(Five) All advances made by mortgagee as described in this mortgage,

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-
with interest, shall be immediately due and payable by the mortgagor

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio
to mortgagee without demand at the

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto
place designated in the note and shall be guaranteed hereby. No such advance

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación
by mortgagee shall relieve the mortgagor from breach of his covenant

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los
to pay. Such advances, with interest shall be repaid from the

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo
first available collections received from mortgagor. Otherwise, any payments

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier
payment made by mortgagor may be applied on the note or any

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor
indebtedness to mortgagee secured hereby, in any order mortgagee

hipotecario determinare.
determines.

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para
(Six) To use the loan evidenced by the note solely

los propósitos autorizados por el acreedor hipotecario.
for purposes authorized by mortgagee.

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-
(Seven) To pay when due all taxes, special assessments, liens

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-
and charges encumbering the property or the right or interest of mortgagee

tecario bajo los términos de esta hipoteca.
under the terms of this mortgage.

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-
(Eight) To procure and maintain insurance against fire and other hazards as required

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-
by mortgagee on all existing buildings and improvements on the pro

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que
fire and other hazards will be in the form and amount and on terms and conditions

aprobare el acreedor hipotecario.
approved by mortgagee.

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las
(Nine) To keep the property in good condition and promptly make all

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-
necessary repairs for the conservation of the property; he will not commit nor

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá
permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,
mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus
may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos
interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán
proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria
by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----
for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente
(Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-
should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-
mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar
to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los
the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-
costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,
by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare.-----
in what ever order and manner mortgagee may determine.-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor
(Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-
may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un
a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos
rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará
mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-
said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

sarias en la agencia cooperativa en relación con dicho préstamo.-----
purchase any necessary shares of stock in the cooperative agency in regard to said loan,-----

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas
(Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como
by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere
mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido
with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado
or in any supplementary agreement, or die or be declared an-----

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-
incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes, o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poderes en said lien, the mortgagee is hereby authorized and empowered to-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario. (Dos) contained herein or in the note or any supplementary agreement; (two)-----

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier
deal in any way with mortgagor or grant to mortgagor any

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el
indulgence or forbearance or extension of the time for payment of the note (with the

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-
consent of the holder of the note when it is held by

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-
an insured lender) or for payment of any indebtedness to mortgagee

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-
herely secured; or (three) execute and deliver partial releases of any

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o
part of said property from the lien hereby created or grant deferment or

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre
postponement of this mortgage to any other lien over

dichos bienes.
said property.

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,
(Nineteen) All right, title and interest in or to this mortgage,

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones
including but not limited to the power to grant consents, partial releases,

parciales, subordinación, cancelación total, radica sola y exclusivamente en el
subordinations, and satisfaction, shall be vested solely and exclusively in

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-
mortgagee, and no insured lender shall have any right, title or interest

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.
in or to the lien or any benefits herein contained.

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-
(Twenty) Default hereunder shall constitute default under any

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída
other real estate or crop or chattel mortgage held

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-
or insured by mortgagee and executed or assumed by mortgagor,

tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía
and default under any such other security instrument shall

constituirá incumplimiento de esta hipoteca.
constitute default hereunder.

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será
(Twenty-One) All notices to be given under this mortgage shall

remitado por correo certificado a menos que se disponga lo contrario por ley, y
be sent by certified mail unless otherwise required by law,

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,
and shall be addressed until some other address is designated in a notice so given,

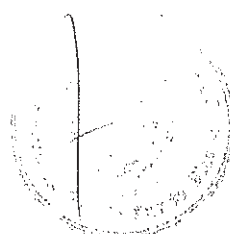
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,
in the case of mortgagee to Farmers Home Administration,

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el
United States Department of Agriculture, San Juan, Puerto Rico, and in the

caso del deudor hipotecario, a él a la dirección postal de su residencia según se
case of mortgagor to him at the post office address of his residence as stated

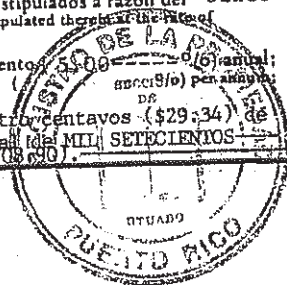
especifica más adelante.
hereinafter.

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario
(Twenty-Two) Mortgagor by these presents grants to mortgagee



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso
the amount of any judgment obtained by reason of condemnation proceedings for public
público de los bienes o parte de ellos así como también el importe de la sentencia
use of the property or any part thereof as well as the amount of any judgment
por daños causados a los bienes. El acreedor hipotecario aplicará el importe así
for damages caused to the property. The mortgagee will apply the amount so
recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del
received to the payment of the costs incurred in its collection and the balance to the payment
pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta
of the note and any indebtedness to the mortgagee secured by this
hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.
mortgage, and if any amount then remains, will pay such amount to mortgagor.
SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso
SEVENTH: That for the purpose of the first sale to be held in case
de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,
dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma
mortgagor does hereby appraise the mortgaged property in the amount
de TREINTA Y TRES MIL OCHOCIENTOS VEINTIOCHO DOLARES-
of
CON NOVENTA Y DOS V. DIGO. CENTAVOS (\$33,828.92), de los
cuales corresponden DIECISEIS MIL OCHOCIENTOS DOLARES (\$16,800.00)
a la finca A y DIECISIETE MIL VEINTIOCHO DOLARES CON NOVENTA Y DOS
CENTAVOS (\$17,028.92) a la finca B.
OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be
miento y se considerará en mora sin necesidad de notificación alguna por parte
considered in default without the necessity of any notification of default or demand for pay-
del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the
ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,
Farmers Home Administration now in effect, and to its future regulations
no inconsistentes con los términos de esta hipoteca, así como también sujeta a
not inconsistent with the provisions of this mortgage, as well as to the
las leyes del Congreso de Estados Unidos de America que autorizan la asignación
laws of the Congress of the United States of America authorizing the making and
y aseguramiento del préstamo antes mencionado.
insuring of the loan hereinbefore mentioned.
NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:
NINTH: The amounts guaranteed by this mortgage are as follows:
Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de
One. At all times when the note mentioned in paragraph THIRD of
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor
this mortgage is held by mortgagee, or in the event mortgagee
hipotecario cedere esta hipoteca sin asegurar el pagaré: MIL SEISCIENTOS---
should assign this mortgage without insurance of the note,
SETENTA Y NUEVE DOLARES CON CINCUENTA Y SEIS CENTAVOS-
DOLARES (\$1,679.56 }
DOLLARS (\$1,679.56 }
el principal de dicho pagaré, con sus intereses según estipulados a razón del cinco
the principal amount of said note, together with interest as stipulated thereon at the rate of
por ciento (5.00) anual;
per cent (5.00) per annum;
y veintinueve dólares con treinta y cuatro centavos (\$29.34) de
intereses no capitalizados, para un total de MIL SETECIENTOS-
OCHO DOLARES CON NOVENTA CENTAVOS (\$1,708.90).



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:
Two. At all times when said note is held by an insured lender:

(A) MIL SETECIENTOS OCHO DOLARES CON NOVENTA CENTAVOS--

-----DOLARES (\$ 1,708.90--)
DOLLARS (\$

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado
for indemnifying the mortgagee for advances to the insured lender

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según
by reason of mortgagor's failure to pay the installments as

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,
specified in the note, with interest as stated in paragraph SIXTH,

Tercero:-----

Three:-----

(B) DOS MIL QUINIENTOS SESENTA Y TRES DOLARES CON----

TREINTA Y CINCO CENTAVOS-----DOLARES (\$ 2,563.35--)
DOLLARS (\$

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda
for indemnifying the mortgagee further against any loss it might

sufrir bajo su seguro de pago del pagaré.-----

sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;-----

Three. In any event and at all times whatsoever:-----

(A) SEISCIENTOS OCHENTA Y TRES DOLARES CON CINCUENTA Y
SEIS CENTAVOS-----

(\$ 683.56-----) para intereses después de mora:-----
(for default interest:-----

(B) TRESCIENTOS CUARENTA Y UN-----DOLARES CON SETENTA Y
OCHO CENTAVOS-----

{ \$341.78----- } para contribuciones, seguro y otros adelantos para la con-
for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo
and protection of this mortgage, with interest at the rate stated in paragraph

SEXTO, Tercero:-----

SIXTH, Three:-----

(C) CIENTO SETENTA DOLARES CON OCHENTA Y NUEVE CENTAVOS

(\$ 170.89-----) para costas, gastos y honorarios de abogado en caso
(for costs, expenses and attorney's fees in case-----

de ejecución;-----

of foreclosure:-----

(D) CIENTO SETENTA DOLARES CON OCHENTA Y NUEVE CENTAVOS

(\$ 170.89-----) para costas y gastos que incurriere el acreedor hipoteca-
(for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-
proceedings to defend its interests against any other person interfering with

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según
or contesting the right of possession of mortgagor to the property as

se consigna en el párrafo SEXTO, Trece.-----

provided in paragraph (SIXTH), Thirteen.-----



Forma FmHA 427-1(5) PR
(Rev. 10-82)

DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue -----
of this mortgage is(are) described as follows-----

"Pagaré otorgado en el caso número sesenta y tres guión treinta y
"Promissory note executed in case number
cinco guión -----

se----- lechado el día treinta
dated the

----- de mil novecientos -----
day of abril----- nineteen hundred and

noventa----- por la suma de MIL SEISCIENTOS SE-----
in the amount of

TENTA Y NUEVE DOLARES CON CINCUENTA Y SEIS/----- (\$1,679.56)-----
dólares de principal mas
of principal plus

intereses sobre el balance del principal adeudado a razón del cinco por-----
interest over the unpaid balance at the rate of

ciento ----- (5.00%) ----- por ciento anual
y veintinueve dólares con treinta y nueve centavos -----
tereses no capitalizados para un total de MIL SEISCIENTOS OCHO
DOLARES CON NOVENTA CENTAVOS (\$1,708.90).
hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-
until the principal is totally paid according to the terms, installments.

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos
conditions and stipulations contained in the promissory note and as agreed

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero
entire debt herein evidenced, if not sooner paid, will be due

a los siete años----- (7)-----
and payable

años de la fecha de este pagaré.-----
years from the date of this promissory note.

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el
Said promissory note is given as evidence of a loan made by the

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados
Government to the borrower pursuant to the law of the Congress of the United

Unidos de América denominada "Consolidated Farm and Rural Development Act"
States of America known as "Consolidated Farm and Rural Development Act

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según
of 1961" or pursuant to "Title V of the Housing Act of 1949, as

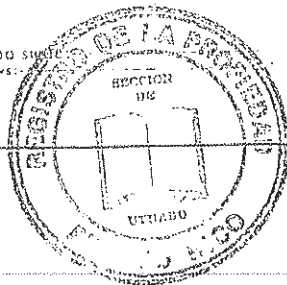
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración
amended, and is subject to the present regulations of the Farmers--

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha
Home Administration and to its future regulations not inconsistent with the

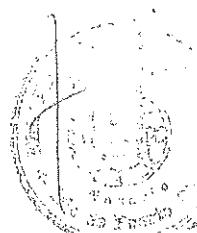
Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE.
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se
ELEVENTH: That the property object of this deed and over which

constituye Hipoteca Voluntaria, se describe como sigue
voluntary mortgage is constituted, is described as follows:



---DECIMO TERCERO: El importe del préstamo aquí consignado se usó o será usado



irma FmHA 427-1(S) PR
lev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construidos; renuncia esta permitida
thereon or which in the future may be constructed; this waiver being permitted

a favor de la Administración de Hogares de Agricultores por la Ley Número trece
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31)

L.P.R.A. 1851)

L.P.R.A. 1851).

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual
SEVENTEENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con
stove, oven, water heater, purchased or financed completely or partially with

fondos del préstamo aquí garantizado, se considerará e interpretará como parte
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.
these types of loans.

---VIGESIMO: Por tratarse de un préstamo de recursos---
limitados, según indicado en el pagaré, el Gobierno---
puede cambiar, el porciento de interés de acuerdo con---
los reglamentos de la Administración de Hogares de---
Agricultores.

---VIGESIMO PRIMERO: Se hará un nueve plan de pago en
el préstamo cuarenta y cuatro guión cero dos por siete
años al cinco por ciento (5%).

---VIGESIMO SEGUNDO: Se hace constar que la finca A---
responderá por la suma de OCHOCIENTOS DOLARES---
(\$800.00) y la finca B, responderá por NOVECIENTOS---
OCHO DOLARES CON NOVENTA CENTAVOS (\$908.90), y en esa---
proporción se distribuye.



El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez.
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) adverti.-----
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura
contents, place(s) his (their) initials on each of the folios of this deed

including the last one, and all sign before me, the authorizing Notary who GIVES-----

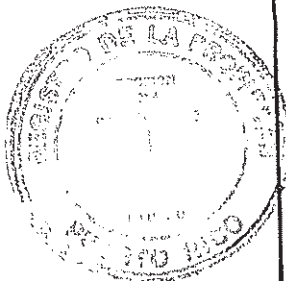
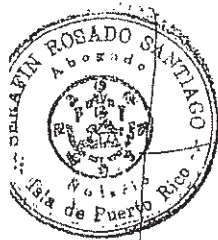
FE de todo el contenido de esta escritura. _____
FAITH to everything contained in this deed. _____

---AL MARGEN INICIALES.-----
---FIRMADO POR: ROBERTO ANTONIO SOTO PLAZA Y DOÑA LUZ
ESTHER LOPEZ PEREZ.-----

Santiago. Se encuentran cancelados los correspondientes sellos de Rentas Internas e Impuestos Notarial. Concuerdia bien y firmemente con la escritura Matriz que bajo el numero indicado obra en el protocolo de instrumentos publicos de esta notaria a mi cargo, y a que me remito. En fé de ello, y para entregar a Estados Unidos de América parte interesada, expido, la presente copia certificada, que autorizo bajo mi firma, signo, sello y rúbrica, el mismo dia, mes y año de su otorgamiento,..... el cual consta de nueve folios.

Abogado-Notario

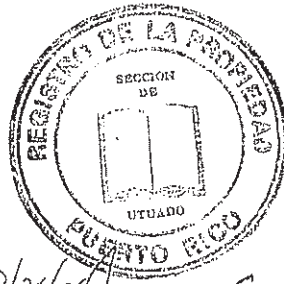
eip



Inscrito este documento
donde indican los
notas marginales
de cada uno de los
fincas afectos a
hipotecas por \$ 27,500.00
afianzas de E. U. A.
retornado a 6 de Mayo
1991.

Ejeto

Arre M. de Teneza
Registrador



10/24/91
Juan Valdez

CERTIFIED TRANSLATION

INITIALS ON MARGIN

SIGNED BY: ROBERTO ANTONIO SOTO PLAZA and DOÑA LUZ ESTHER LÓPEZ
PÉREZ

RUBBER STAMP:

Signed, sealed, flourished and rubricated: Serafín Rosado Santiago. There are the cancelled the corresponding Internal Revenue And Notary Tax stamps. It is a true and accurate copy of the main deed, which under the indicated number appears in the protocol of public documents of this Notary Office under my care., to which I submit. I so attest and to deliver to the United States, an interested party, I issue this present copy, which I authorize under my signature, seal, flourish and rubricate, on the same day, month and year of its granting.

The original version has nine pages.

(sgd.) Illegible
Attorney-at-Law
Notary Public

[OFFICIAL NOTARY PUBLIC SEAL]
[CANCELED NOTARY TAX STAMP]
[REAL ESTATE REGISTRY SEAL, UTUADO SECTION]

HANDWRITTEN:

This document was registered as indicated by the notes on the margin of each of the lots. Encumbered by a mortgage for \$27,500.00 on behalf of the U.S.A.

Utuaado, May 6, 1991.

Exempt

(sgd.) Illegible
Registrar



[REAL ESTATE REGISTRY SEAL, UTUADO SECTION]

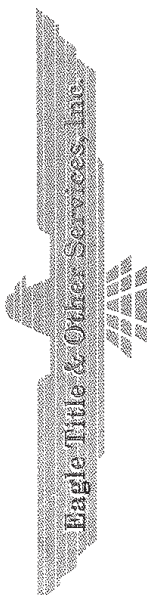
10/24/91' (sgd.) Illegible

TITLE SEARCH

ESTUDIOS DE TITULO
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CLIENT: ROBERTO SOTO PLAZA

REF: 1521.273

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 1,400, recorded at page 175 of volume 29 of Adjuntas, Registry of the Property of Puerto Rico, section of Utuado.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Predio de terreno de **ocho cuerdas** más o menos, en el barrio Portillo de Adjuntas, Puerto Rico, equivalentes a **tres hectáreas, cuatro áreas y cuarenta y tres centiáreas**, en límites por el **NORTE**, con Juan Tomás Rivera, María del Carmen Ortiz; por el **ESTE**, con Cándido Medina; por el **SUR**, con el camino real que conduce a Lares; y por el **OESTE**, con José Dolores Vélez Pérez y Juan Tomás Rivera.

ORIGIN:

Judicial Declaration

TITLE:

This property is registered in favor of ROBERTO SOTO PLAZA and his wife LUZ ESTHER LÓPEZ, who acquired it by purchase from Aníbal Irizarry Rivera, single, at a price of \$10,000.00, pursuant to deed #164, executed in Adjuntas, Puerto Rico, on September 3, 1980, before Serafín Rosado Santiago Notary Public, recorded at page 192 of volume 207 of Adjuntas, property number 1,400, 18th inscription.

Presented and recorded on September 5, 1980

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Roberto Soto Plaza and his wife Luz Esther López, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$27,500.00, with 5% annual interests, due on 40 years, constituted by deed #165, executed in Adjuntas, Puerto Rico, on September 3, 1980, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 192 of volume 207 of Adjuntas, property number 1,400, 19th inscription. It is not distributed the responsibility of mortgage.

Presented and recorded on September 5, 1980

2. Reamortized and modified the mortgage of 18th inscription as follows: The amount due at August 21, 1985, ascends to \$32,120.02, with 5% annual interests, due on August 21, 2020, constituted by deed #129, executed in Adjuntas, Puerto Rico, on August 21, 1985, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 192 of volume 207 of Adjuntas, property number 1,400, 19th inscription.

(as expressed in the Registry).

It is not distributed the responsibility of mortgage.

Presented on August 23, 1985

Recorded on August 26, 1985

3. Reamortized and modified the mortgage of 18th inscription as follows: The amount due at April 30, 1991, ascends to \$36,418.82, with 5% annual interests, due on September 3, 2020, constituted by deed #44, executed in Adjuntas, Puerto Rico, on April 30, 1991, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 193 of volume 207 of Adjuntas, property number 1,400, 20th inscription.

Presented on May 2, 1991

Recorded on May 6, 1991

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PAGE #2
PROPERTY #1,400

4. **MORTGAGE:** Constituted by Roberto Soto Plaza and his wife Luz Esther López, over this and other properties, in favor of United States of America, in the original principal amount of \$1,679.56, responding by \$908.90, with 5% annual interests, due on 7 years, constituted by deed #43, executed in Adjuntas, Puerto Rico, on April 30, 1991, before Serafin Rosado Santiago Notary Public, recorded at page 195 of volume 207 of Adjuntas, property number 1,400, 21st inscription.
Presented on May 2, 1991
Recorded on May 6, 1991
5. **LAWSUIT ANNOTATION:** Dated October 31, 2007, executed in the District Court of the United States of America for the District of Puerto Rico, civil case #7-2179CC/2007, by United States of America, plaintiff, versus Roberto Soto Plaza and his wife Luz Esther López, defendant, payment of the debt with the related mortgage of 18th inscription requested ascendant \$49,280.48, recorded on November 18, 2017 at page 6 of volume 391 of Adjuntas, property number 1,400, 22nd inscription.
Presented on January 18, 2008

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 24th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/dm/F



I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.

2. That on January 24th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.

3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

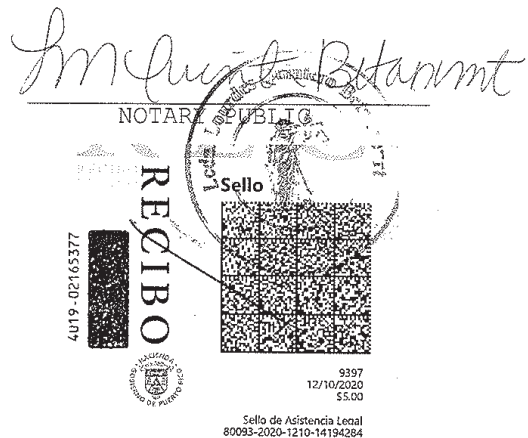
In Guaynabo, Puerto Rico, this 22 day of December of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,436

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.



TITLE SEARCH

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Eagle Title & Other Services, Inc.

CLIENT: ROBERTO SOTO PLAZA

REF: 1521.273

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 1,556, recorded at page 44 of volume 33 of Adjuntas, Registry of the Property of Puerto Rico, section of Utuado.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Con cabida de **once cuerdas**, radicado en el Barrio Portillo de Adjuntas, Puerto Rico, equivalentes a **cuatro hectáreas, cuarenta y ocho áreas, setenta y siete centiáreas**; en lindes por el **NORTE, SUR y ESTE**, con Don Juan Pedro Vélez; y por el **OESTE**, con Juan Bautista Pérez. Estando encerrado dentro de los siguientes puntos: empezando el saliente en un estacón de higuierillo con Juan Pedro Vélez, de aquí rumbo al poniente, a otro estacón de higuierillo con don Juan Pedro Vélez; de este rumbo al Sur a otro estacón de higuierillo punto con Juan Bautista Pérez, de aquí al saliente a otro estacón de higuierillo, con Juan Pedro Vélez y de aquí al Norte, con el punto donde se empezó.

ORIGIN:

It is segregated from property number 1,373, recorded at page 24, volume 29 of Adjuntas.

TITLE:

This property is registered in favor of ROBERTO SOTO PLAZA and his wife LUZ ESTHER LÓPEZ, who acquired it by purchase from Aníbal Irizarry Rivera, single, at a price of \$13,000.00, pursuant to deed #164, executed in Adjuntas, Puerto Rico, on September 3, 1980, before Serafín Rosado Santiago Notary Public, recorded at page 187 of volume 207 of Adjuntas, property number 1,556, 17th inscription.

Presented and recorded on September 5, 1980

LIENS AND ENCUMBRANCES:

I. By reason of its origin this property is free of liens and encumbrances

II. By reason of itself this property is encumbered by the following:

1. **MORTGAGE:** Constituted by Roberto Soto Plaza and his wife Luz Esther López, over this and other properties, in favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$27,500.00, with 5% annual interests, due on 40 years, constituted by deed #165, executed in Adjuntas, Puerto Rico, on September 3, 1980, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 187 of volume 207 of Adjuntas, property number 1,556, 18th inscription. It is not distributed the responsibility of mortgage.

Presented and recorded on September 5, 1980

2. Reamortized and modified the mortgage of 18th inscription as follows: The amount due at August 21, 1985, ascends to \$32,120.02, with 5% annual interests, due on August 21, 2020, constituted by deed #129, executed in Adjuntas, Puerto Rico, on August 21, 1985, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 188 of volume 207 of Adjuntas, property number 1,556, 19th inscription. It is not distributed the responsibility of mortgage.

Presented on August 23, 1985

Recorded on August 26, 1985

PAGE #2
PROPERTY #1,556

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estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

3. Reamortized and modified the mortgage of 18th inscription as follows: The amount due at April 30, 1991, ascends to \$36,418.82, with 5% annual interests, due on September 3, 2020, constituted by deed #44, executed in Adjuntas, Puerto Rico, on April 30, 1991, before Serafín Rosado Santiago Notary Public, recorded at overleaf of page 189 of volume 207 of Adjuntas, property number 1,556, 20th inscription.
Presented on May 2, 1991
Recorded on May 6, 1991
4. **MORTGAGE:** Constituted by Roberto Soto Plaza and his wife Luz Esther López, over this and other properties, in favor of United States of America, in the original principal amount of \$1,679.56, responding by \$800.00, with 5% annual interests, due on 7 years, constituted by deed #43, executed in Adjuntas, Puerto Rico, on April 30, 1991, before Serafín Rosado Santiago Notary Public, recorded at page 191 of volume 207 of Adjuntas, property number 1,556, 21st inscription.
Presented on May 2, 1991
Recorded on May 6, 1991
5. **LAWSUIT ANNOTATION:** Dated October 31, 2007, executed in the District Court of the United States of America for the District of Puerto Rico, civil case #7-2179CC/2007, by United States of America, plaintiff, versus Roberto Soto Plaza and his wife Luz Esther López, defendant, payment of the debt with the related mortgage of 18th inscription requested ascendant \$49,280.48, recorded on November 18, 2017 at page 9 of volume 341 of Adjuntas, property number 1,556, 22nd inscription.
Presented on January 18, 2008

REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January 24th, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

mcr/dm/F

Eagle Title & Other Services, Inc.

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on January 24th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.


Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4,437

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.



ESTADO LIBRE ASOCIADO DE PUERTO RICO COMMONWEALTH OF PUERTO RICO

DEPARTAMENTO DE SALUD (DEPARTMENT OF HEALTH) REGISTRO DEMOGRAFICO (DEMOGRAPHIC REGISTRY) CERTIFICACION DE DEFUNCION (CERTIFICATION OF DEATH)

NUMERO
4738339

NUMERO DE CERTIFICADO (CERTIFICATE NUMBER)
152-2002-00013-028465-000000-01704372

NOMBRE DEL FALLECIDO (DECEASED NAME)
ROBERTO SOTO PLAZA

SEGURO SOCIAL (SOCIAL SECURITY)
582-90-7914

SEXO (SEX)
M

ESTADO CIVIL (MARITAL STATUS)
CASADO (MARRIED)

NOMBRE CONYUGE (SPOUSE'S NAME)
LUZ LOPEZ

FECHA DEFUNCION (DEATH DATE)
10 NOV 2001

FECHA REGISTRO (REGISTRATION DATE)
14 FEB 2002

LUGAR DEFUNCION (DEATH PLACE)
AJUNTAS, PUERTO RICO

FUE EMBALSAMADO? (WAS EMBALMED?)
SI FUE EMBALSAMADO (EMBALMED)

CAUSA DE MUERTE (CAUSE OF DEATH)
chronic ischemic heart disease, unspecified

FECHA NACIMIENTO (BIRTH DATE)
02 MAY 1944

EDAD (AGE)
57 AÑOS

LUGAR NACIMIENTO (BIRTHPLACE)
AJUNTAS, PUERTO RICO

NOMBRE DEL PADRE (FATHER'S NAME)
MIGUEL ANGEL SOTO

NOMBRE DE LA MADRE (MOTHER'S NAME)
ANTONIA PLAZA

FECHA EXPEDICION (DATE ISSUED)
08 SEP 2005

ESTE ES UN ABSTRACTO DEL CERTIFICADO DE DEFUNCION OFICIALMENTE INSCRITO EN EL REGISTRO DEMOGRAFICO DE PUERTO RICO BAJO LA AUTORIDAD CONFERIDA POR LA LEY 24 DEL 22 DE ABRIL DE 1931.

THIS IS AN ABSTRACT OF THE RECORD FILED IN THE DEMOGRAPHIC REGISTRY OF PUERTO RICO ISSUED UNDER THE AUTHORITY OF LAW 24, APRIL 22, 1931.

SECRETARIO DE SALUD
(SECRETARY OF HEALTH)

DEPARTAMENTO DE
SALUD

DIRECTOR REGISTRO DEMOGRAFICO
(STATE REGISTRAR)

GOBIERNO DE PUERTO RICO

Dando Salud a tu Vida

ADVERTENCIA: Cualquier alteración o borradura cancela esta certificación.

WARNING: Any alteration or erasure voids this certification.

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Soto Plaza, Roberto A.

Case No: 63-035-7914

CERTIFICATION OF INDEBTEDNESS

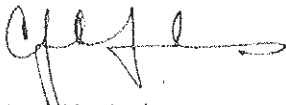
I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of November 18, 2019

Loan Number	41-05
Note Amount	\$ 27,500.00
Date of Last Payment	06/01/2009 Offset
Principal Balance	\$ 35,895.22
Unpaid Interest	\$ 46,681.25
Misc. Charges	\$ -
Total Balance	\$ 82,576.47
Daily Interest Accrual	\$ 4.9172
Amount Delinquent	\$ 79,318.08
Years Delinquent	24

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo
LRTF Contractor
November 18, 2019

**UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue
654 Plaza Suite #829
San Juan, PR 00918

Borrower: Soto Plaza, Roberto A.

Case No: 63-035-7914

CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of November 18, 2019

Loan Number	44-04	
Note Amount	\$	1,679.56
Date of Last Payment	05/22/2000 Offset	
Principal Balance	\$	12.41
Unpaid Interest	\$	12.10
Misc. Charges	\$	-
Total Balance	\$	24.51
Daily Interest Accrual	\$	0.0017
Amount Delinquent	\$	24.51
Years Delinquent	Fully matured	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Carlos J. Morales Lugo
LRTF Contractor
November 18, 2019



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-9380
Birth Date:
Last Name: LOPEZ PEREZ
First Name: LUZ
Middle Name: ESTHER
Status As Of: Dec-27-2019
Certificate ID: 96FH0WX52C686JJ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* IDELFONSO SOTO LOPEZ
St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LUZ ESTHER LOPEZ PEREZ
St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* LUZ ONORIA SOTO LOPEZ
St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MARIA ANTONIA SOTO LOPEZ

St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 _____ on *(date)* _____ ; or

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 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MARISOL SOTO LOPEZ
St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
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 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
 acting through the
 United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* MIGUEL ANGEL SOTO LOPEZ
 St. Rd. 129, Portillo Wd.
 Adjuntas, P.R. 00601

18 Rius Rivera St.
 Dr. Antonio Declet Apartments
 Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
 P.O. BOX 3908
 GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
 CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

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☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
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 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,
acting through the
United States Department of Agriculture

Plaintiff(s)

v.

LUZ ESTHER LOPEZ PEREZ, et als.

Defendant(s)

Civil Action No.

FORECLOSURE OF MORTGAGE

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* ROBERTO SOTO LOPEZ
St. Rd. 129, Portillo Wd.
Adjuntas, P.R. 00601

18 Rius Rivera St.
Dr. Antonio Declet Apartments
Adjuntas, P.R. 00601

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS
P.O. BOX 3908
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.
CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

CATEGORY SHEET

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

- ☒ Ordinary Civil Case
- ☐ Social Security
- ☐ Banking
- ☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

- ☐ Yes
- ☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

- ☐ Yes
- ☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

- ☐ Yes
- ☒ No

Date Submitted:

34 Document 1-19 Filed

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (*Firm Name, Address, and Telephone Number*)
Juan C. Fortuño Fas
 Po Box 3908, Guaynabo, PR 00970
 Tel. 787-751-5290

DEFENDANTS

LUZ ESTHER LOPEZ PEREZ, et als.

County of Residence of First Listed Defendant Adjuntas, P.R.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☒ 1 U.S. Government Plaintiff ☐ 3 Federal Question
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
82,589.98

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE _____

SIGNATURE OF ATTORNEY OF RECORD

12/29/2020

s/Juan Carlos Fortuño Fas

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE